



Strawberry Recreation District

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**Strawberry Recreation District  
Employee Handbook**

*Effective Date –XX/X/2024*

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## Your Employee Handbook

### Policies and Practices

Welcome to your Employee Handbook.

This Employee Handbook provides information about key personnel policies and practices, work standards, and benefits. The information in this Employee Handbook applies to all employees of Strawberry Recreation District (“SRD” or the “Company”). We believe that clearly communicated policies increase efficiency and reduce confusion. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

**This Employee Handbook is not, nor should it be considered, an agreement or contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation.** This Employee Handbook (the “Handbook”) states only general Company guidelines. SRD may, at any time, in its sole discretion, modify or vary anything stated in this Handbook—except as required by law, and except for the rights of the parties to terminate employment at will, which may only be modified by an express written agreement signed by the employee and a member of the Board of Directors. If any policy or practice conflicts with any local, state, or federal law, the law takes precedence.

These policies and practices supersede and replace any earlier handbooks, manuals, policies, practices, procedures, guidelines or descriptions of the terms and conditions of your employment, as well as any previous agreements, whether written or verbal, expressed or implied, related to the subjects covered by this Employee Handbook.

It is the intention of SRD that receipt of this Handbook does not give rights that are not applicable to an individual’s position within the organization, including does not alter or change their status, duties and/or rights as an employee, non-employee/volunteer and/or Board of Director.

Nothing in this Handbook will be interpreted to interfere with employees’ rights to discuss the terms and conditions of employment or any other right conferred under Section 7 of the National Labor Relations Act.

### Right to Revise

This Handbook contains the employment policies and practices of SRD in effect at the time of publication. All previously issued Handbooks and any inconsistent policy statements, or memoranda are superseded.

SRD reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this Handbook or in any other document, except for the policy of at-will employment. However, any such changes must be in writing and must be signed by a member of the Board of Directors. Any written changes to this Handbook will be distributed to all employees so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this Handbook.

Nothing in this Handbook or in any other team document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

## Employee Questions and Comments

Please read on to learn about SRD's policies and what is expected of SRD employees. We have attempted to create a comprehensive Employee Handbook, however, we are unable to anticipate and address every employment situation, so if questions arise, you are welcome and encouraged to contact a supervisor.

As you read and refer to your Employee Handbook, we expect that you will have ideas and suggestions, and we welcome your input. Thank you for being a member of SRD's community and thank you for taking the time to familiarize yourself with your SRD Employee Handbook. We hope you enjoy your employment with SRD!

**- Strawberry Recreation District, Board of Directors**

# Section 1



## Employee Responsibility

It is the responsibility of each employee to learn and abide by all of SRD's policies, including those contained in this Handbook. If you are unclear on any policy, ask your direct supervisor or the next line manager. Failure to follow any of SRD's policies may result in disciplinary action, up to and including termination.

## Who We Are

### STRAWBERRY RECREATION DISTRICT MISSION

The Strawberry Recreation District (SRD) works to enrich the quality of life of the Strawberry community by promoting health and wellness, learning, and fun by providing a variety of stimulating recreation and educational activities for all ages in a safe, fun environment. SRD strives to continuously enhance and improve its parks and facilities for the enjoyment of all its members and the Strawberry community.

### SRD BOARD OF DIRECTORS' MISSION

The Strawberry Recreation District Board of Directors (the Board) is a five-member elected board pursuant to California Public Resources Code section 5784. The Board establish policies that positively affect the successful running of the parks and recreation district on behalf of the community at large. The Board sets strategic objectives for SRD to be able to enrich the quality of life for its community while also maintaining fiscal responsibility. The Board sets the standards of performance for the General Manager, then delegates to the General Manager the authority to manage the staff and resources for the implementation of the policies and direction of SRD.

## Internal Complaint Procedure

The Internal Complaint Procedure aims to resolve grievances or complaints fairly, thoroughly, and efficiently. SRD's typical chain of command is the employee's direct supervisor, the General Manager, a member of the Board. Strawberry Recreation District - Marin County Counsel may be contacted if an employee has grievances or complaints with an SRD Board Member or if following the chain of command fails to satisfactorily address and resolve an issue/complaint/concern

SRD believes that each employee should have an opportunity and a means to raise concerns. Employees are encouraged to utilize whatever form of communication is most comfortable, effective, or available such as a call, text, email, in-person, etc. However, if possible, employees are encouraged to confirm their complaints in writing.

Employees with concerns should discuss them with their direct supervisor if possible. However, should the employee feel that the concern cannot be discussed with their direct supervisor or results prove unsatisfactory, the employee may contact or file a complaint with anyone of their next level supervisor's including but not limited to the General Manager, any member of the Board, or Marin County Counsel

When SRD receives a complaint, including allegations of misconduct, we will immediately undertake a fair, timely, thorough, and objective investigation of the allegations in accordance with all legal requirements. At the conclusion of the investigation of the internal complaint, management will provide the employee with a verbal or written response within ten (10) working days unless it is determined that additional time is required under the circumstances, for which notice will similarly be provided. The decision at this step is final and conclusive for all parties.

Employees are encouraged to utilize this procedure without fear of retaliation. No employee will be discriminated or retaliated against because the employee has elected to use this procedure.

This policy applies to general complaints about the workplace, whether working conditions, health and safety concerns or problems with management. Employees should refer to the Handbook for the appropriate procedure for complaints related to harassment or discrimination, as outlined in SRD's "Policy Against Discrimination, Harassment and Retaliation."

### **At-Will Employment Relationships**

Employment at SRD is at-will, which means that both the employee and SRD may terminate the employment relationship at any time, with or without notice, with or without cause for any reason that is not contrary to law.

SRD does not promise that the employment relationship will continue for a set period. SRD may change work hours, assignments, job duties, wages, and benefits, and impose disciplinary action or take corrective action when warranted, up to and including termination of employment. Nothing in this Employee Handbook or in any oral or written statement shall alter the at-will employment status, unless an employee's employment is covered by a written employment agreement signed by the employee and a member of the Board of Directors. No manager, supervisor, or employee of SRD has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms.

### **Equal Employment**

SRD believes employees must be treated fairly and with dignity. We are committed to a work environment free from discrimination.

SRD is an equal opportunity employer committed to providing a work environment free of harassment, discrimination, and/or retaliation. The SRD policy prohibits harassment and discrimination based on sex (including pregnancy, childbirth, breastfeeding or related medical conditions), race (including hair texture and natural hair style), religion or religious creed (including religious observances, practices, dress, head scarves, beards, and grooming standards associated with one's religious beliefs or practices), color, gender (including gender pay, identity, expression and sex stereotyping), reproductive health decisions, sexual orientation and transgender status, national origin or ancestry, physical, intellectual, or mental disability, medical condition, AIDS/HIV status, genetic information, marital or registered domestic partner status, age (40 years and older), protected family care or medical leave status, veterans or military status/service and/or caregiving status, status as a victim of domestic violence, assault or stalking, criminal history (including arrests and records of conviction), use of non-psycho-active marijuana, use of marijuana outside of the workplace, outside of work hours, and without use of the SRD's equipment or property, political affiliation, position in a labor dispute, application or participation in a public assistance program or any other basis protected by federal, state, local law, ordinance or regulation. The Company's policy also prohibits harassment and discrimination, based on the perception that anyone has these characteristics or is associated with a person who has or is perceived as having the listed characteristics.

Moreover, SRD prohibits retaliation against a person who engages in activities protected under this policy. Reporting, or assisting in reporting, suspected violations of this policy and cooperating in investigations or proceedings arising out of a violation of this policy are protected activities under the policy.

The SRD's anti-harassment, discrimination, and retaliation policy applies to all persons involved in the operation of SRD and prohibits harassment, discrimination and retaliation by any employee of SRD, including supervisors and managers.

Equal employment opportunity will be extended to all persons in all aspects of the employer-employee relationship, including advertising, recruitment, hiring, compensation, upgrading, training, promotion, transfer discipline, layoff, recall, termination, and other forms of compensation or benefits and training. In addition, this policy extends to conduct with a connection to an employee's work, even when the conduct takes place away from SRD's premises, such as a business trip or business-related social function. Further, SRD's commitment to equal opportunity employment applies to all persons involved in the operations of SRD, including those who help SRD to establish a business, service or professional relationships and prohibits unlawful discrimination by any employee of SRD, including supervisors and coworkers, as well as outside third parties, including customers and vendors.

All SRD employees are expected to assume responsibility for maintaining a work environment that is free from discrimination, harassment, and retaliation. Employees are encouraged to promptly report conduct that they believe violates this policy so that SRD has an opportunity to address and resolve any concerns. Managers and supervisors are required to promptly report conduct that they believe violates this policy. SRD is committed to responding to any, and all alleged violations of this policy in a timely and fair manner, including, where appropriate, by conducting a timely, thorough, and objective investigation, and to taking appropriate action aimed at ending the prohibited conduct. Any violation of this policy will not be tolerated and could result in disciplinary action, up to and including termination.

Important reminders about SRD's Equal Employment Policy:

- Employee has a right to a work environment free of discrimination, harassment, and retaliation.
- Employee has a right to file a complaint of discrimination, harassment, or retaliation. Employees are encouraged to report inappropriate conduct immediately and, whenever possible, to put the complaint or concern in writing.
- Employee has a right to a full, impartial, and prompt investigation by SRD representative or designee into allegations of conduct that would violate this policy.
- Employee has a right to be timely informed of appropriate information related to the outcome of an investigation either as a complainant or a respondent in the investigation.
- Employee has a right to be free from retaliation or reprisal after filing a complaint or participating in the complaint process.
- Employee has a right to file a complaint directly with the California Department of Fair Employment and Housing, the federal Equal Employment Opportunity Commission or other appropriate state or federal agencies, or to file a civil action in the appropriate court.

By working together, we hope to ensure a work environment free of discrimination, harassment, and retaliation.

### Pay Equity

SRD will not base pay decisions based on prior wages or salaries, or protected classifications including gender and/or race. Employees who perform substantially similar work, as measured by the skill, effort, and responsibility required to perform under similar working conditions, will not be paid differently, based on any protected characteristic, unless any such differences are job-related and consistent with business necessity (e.g., due to seniority, differences in quantity or quality of production, performance, education, training, or experience).

Pay ranges, formally referred to as pay scales, are available for all positions. The SRD Board approves a pay scale annually, or once every two years. Employees wishing to see the pay range for their position may speak with their supervisor or the General Manager.

### Policy Against Discrimination, Harassment, and Retaliation

SRD is committed to providing a work environment that is free of harassment, discrimination, and/or retaliation. SRD does not tolerate harassment, discrimination or retaliation of its job applicants, contractors, volunteers, unpaid interns, or employees by another employee, supervisor, vendor, customer, or any third party. Any form of harassment, discrimination or retaliation on the basis of race (including traits historically associated with race such as hair texture and natural hairstyles), color, national origin, ancestry, place of birth, citizenship, sex, pregnancy (including childbirth, breastfeeding or related medical conditions), reproductive health decisions, sexual orientation, transgender status, gender (including gender pay, identity, expression and sex stereotyping), age (over 40), religion or religious creed (including religious observances, practices, dress, head scarves, beards, and grooming standards associated with one's religious beliefs or practices), physical, intellectual or mental disability, medical condition, protected family care or medical leave status, genetic information, AIDS/HIV status, marital or registered domestic partnership status, veterans or military status/service and/or caregiving status, status as a victim of domestic violence, assault or stalking, criminal history (including arrests and records of conviction), use of non-psycho-active marijuana, use of marijuana outside of the workplace, outside of work hours, and without use of the SRD's equipment or property, political affiliation, position in a labor dispute, application or participation in a public assistance program, or any other characteristic or status protected by federal, state or local laws is prohibited. Harassment, discrimination, or retaliation based on the perception of someone being in a protected class or affiliation with someone in a protected class is also unlawful.

SRD's anti-harassment, discrimination, and retaliation policy applies to all persons involved in the operation of the Company and prohibits harassment, discrimination and retaliation by any employee of the Company, including supervisors and managers, as well as any applicants, vendors, customers, independent contractors, interns and any other third persons.

### Discrimination Defined

Discrimination may include but is not necessarily limited to: hostile or demeaning behavior towards applicants or employees because of their protected characteristic(s); allowing the applicant's or employee's protected characteristic to be a factor in hiring, promotion, compensation or other employment related decisions unless otherwise permitted by applicable law, and providing unwarranted assistance or withholding work-related assistance, cooperation, and/or information to applicants or employees because of their protected characteristic.

## Harassment Defined

Harassment is unwelcome verbal, visual, written, or physical conduct based on any of the protected characteristics listed above. Further, harassment is unwelcome conduct that has the purpose or effect of creating an intimidating, offensive, oppressive, or hostile work environment. Harassment can be verbal (including slurs, jokes, insults, epithets, derogatory comments, threats, gestures, or teasing), graphic or written (including offensive posters, symbols, cartoons, drawings, computer displays, notes, letters, texts, messages, videos, social media posts or e-mails), or physical conduct (including physically threatening another, blocking someone's way, etc.) that offends an individual because of any protected characteristic and affects their ability to perform the job, or otherwise interfere with and undermine their personal sense of well-being. Harassment may also include retaliation for reporting or threatening to report harassment. Depending upon the totality of the circumstances, a single incident may violate this policy, even if it is not deemed to be unlawful. Because it is difficult to define unlawful harassment, employees are expected to behave professionally, and respectfully at all times.

## Sexual Harassment Defined

Sexual harassment can include all of the above actions, as well as unwelcome or unsolicited sexual advances, requests for sexual favors (quid pro quo, or "this for that"), conversations regarding sexual activities, and other verbal or physical conduct of a sexual nature.

SRD prohibits any verbal, written, physical, or visual conduct of a sexual or gender-stereotypical nature that unreasonably interferes with an individual's work performance or creates an intimidating, hostile, or offensive work environment. Sexually harassing or gender-based hostile conduct need not be motivated by sexual desire.

Examples of conduct that violates this policy include, but are not limited to:

1. **Verbal harassment:** making requests for sexual favors, unwelcome sexual advances, engaging in sexually graphic or degrading sexual comments, derogatory jokes, comments or slurs about a person's body or negative stereotyping;
2. **Written harassment:** sending sexually suggestive, obscene, or offensive memoranda, letters, notes, emails, videos, text messages, social media posts, or cards;
3. **Physical harassment:** making offensive physical contact, including hugging, touching, blocking movements, massaging, kissing, grabbing, pinching, patting, or brushing up against another person's body; or
4. **Visual harassment:** leering, making sexual gestures, displaying, or distributing sexually suggestive content such as cartoons, drawings, pictures, posters, or internet websites.
5. **Abusive conduct:** repeated verbal abuse, derogatory remarks, insults, and epithets; verbal or physical conduct that is threatening, intimidating, or humiliating; or sabotaging or undermining an employee's work performance.

SRD encourages appropriate and collegial relationships among employees; however, employees must be sensitive to conduct that may be considered offensive by fellow employees and refrain from engaging in such conduct. Conduct prohibited by this policy is also unacceptable in any setting outside of the workplace,

such as during business trips, business meetings or business-related social events regardless of whether the conduct is engaged in by a supervisor, co-worker, client, customer, vendor, or other third party.

### **Retaliation Defined**

As used in this policy retaliation is defined as adverse employment action taken against an applicant or employee because that person engaged in activity protected under this policy or reasonably thought to be protected under this policy. Protected activities may include, but are not limited to, reporting, or assisting in reporting suspected violations of this policy and/or cooperating in investigations or proceedings arising out of a violation of this policy.

SRD cannot remedy claimed harassment or retaliation unless employees bring these claims to the attention of management. Failure to report claims of harassment and/or retaliation prevents management from taking steps to remedy the problem. For these reasons, SRD will not tolerate any retaliation against anyone for making a legitimate complaint of discrimination or harassment, assisting another in making such a complaint, or participating in an investigation of a complaint.

Retaliation is a violation of the law and this policy and will result in disciplinary action, up to and including termination of employment. Any employee who experiences or witnesses any conduct they believe to be retaliation should immediately follow the complaint procedures described above. Anyone, regardless of position or title, whom SRD determines has engaged in conduct that violates this policy against retaliation will be subject to disciplinary action, up to and including termination of employment.

### **Training**

SRD provides interactive harassment prevention training and education to all employees, at least once every two years. Supervisory employees will be provided with two (2) hours of harassment prevention training within six (6) months of hire or promotion to a supervisory role and every two (2) years thereafter. Non-supervisory employees will be provided with at least one (1) hour of harassment prevention training within six (6) months of hire and every two (2) years thereafter.

Temporary or seasonal employees hired to work for less than six (6) months, will be provided harassment prevention training within 30 calendar days after the hire date or within 100 hours worked, whichever occurs first. If the temporary employee is employed by a temporary agency, the training will be provided by the temporary services agency.

The required Sexual Harassment Prevention training is aimed at increasing understanding of and preventing workplace sexual harassment (including harassment on the basis of sexual orientation, gender identity, and gender expression) and their role in creating an underlying culture of mutual respect in our workplace. Specific components of the training include how to respond to sexual harassment promptly and effectively when it occurs, the effects of abusive conduct in the workplace, and ways to appropriately intervene if one witnesses behavior that is not in keeping with this policy.

### **Complaint Procedures**

The following procedures have been put into place to ensure the work environment at SRD is respectful, professional, and free of harassment.

Any employee or applicant who experiences or witnesses' behavior that they believe violates this policy is encouraged to immediately tell the offending individual that the behavior is inappropriate and, if they feel comfortable doing so, to tell the offending individual to stop the behavior. The applicant or employee should also immediately report the alleged violation. Specifically, if any employee (including supervisor, applicant and/or witness) believes someone has violated this policy, the individual should immediately report the matter to any member of the management team. No employee will be required to complain directly to their immediate supervisor or any individual who has committed the alleged discrimination, harassment, or retaliation. If the complaint involves a supervisor, the employee should contact any member of the management team including the General Manager and/or the Board of Directors. A complaint may be brought forward verbally or in writing, though SRD encourages writing as much as reasonably possible.

If any supervisor at SRD becomes aware of, or encounters harassment, or is informed by an employee of possible misconduct or harassment, even if the parties involved are not part of that supervisor's department, the supervisor is required to report this information to the General Manager and/or the Board of Directors within 24 hours of becoming aware of the complaint or being informed of possible harassing behavior.

SRD will endeavor to keep the employee's concerns confidential to the extent possible. However, complete confidentiality may not be possible in all circumstances and is not guaranteed, but SRD will attempt to keep the information limited to a "need to know" basis.

### Investigation

SRD has established a complaint process (see above for Complaint Procedures) that ensures that each complaint is treated confidentially, to the extent possible for qualified personnel to conduct a prompt, thorough, fair, and impartial investigation, document, and track progress, and take appropriate corrective action. Each complaint will be taken seriously, and will receive a prompt response, investigation, and closure. Investigations will be fair, impartial, timely, and completed by qualified personnel.

SRD will promptly look into the facts and circumstances of any alleged violation, as appropriate. Consistent with SRD's mission and commitment to providing a respectful work environment, even in the absence of a formal complaint, SRD may initiate an investigation where it has reason to believe that conduct that violates this policy has occurred. Moreover, even where a complainant conveys a request to withdraw their initial formal complaint, SRD may continue the investigation to ensure that the workplace is free from discrimination, harassment, and retaliation. Anonymous complaints will also be investigated, though the method will depend on the details available.

To the extent possible, SRD will endeavor to keep the reporting of the applicant or employee's concerns confidential; however, complete confidentiality cannot be guaranteed when it interferes with SRD's ability to fulfill its obligations under this policy or any applicable law or order.

During the investigation, SRD generally will interview the complainant and the accused, conduct further interviews as necessary and review any relevant documents or other information. SRD expects employees to cooperate in investigations by participating in interviews and answering questions to the best of their knowledge and provide all information available to them. Employees are advised not to discuss an investigation, allegations, or content of their interview with any other employees of SRD. Any attempt, by anyone, to influence the investigation, through retaliation, false or misleading statements, or by withholding information will not be tolerated by SRD. At the conclusion of the investigation, relevant parties will be notified of the findings by SRD and of any action it determines necessary.

### Discipline

SRD has zero tolerance for harassing behavior and will take corrective action, regardless of whether the improper behavior is committed by a non-employee. Anyone, regardless of position or title, whom SRD determines has engaged in conduct that violates this policy will be subject to disciplinary action, up to and including termination of employment, even when the conduct does not constitute a violation of any laws prohibiting harassment or discrimination. Further, any employee who violates this policy may be personally liable for monetary damages, without regard to any liability on the part of SRD.

### Filing of Complaints Outside of Company

In addition to SRD's internal complaint procedure, employees should also be aware that the federal [Equal Employment Opportunity Commission](#) (EEOC) and the California [Civil Rights Department](#) (CRD) investigate and prosecute complaints of harassment in employment. Employees who believe they have been discriminated against, harassed, or retaliated against may file a complaint with either of these agencies. For more information, contact the General Manager or the nearest office of the EEOC or CRD, as listed online or in the telephone directory.

### Child Abuse Prevention Policy and Procedures under AB 506

The purpose of this policy is to ensure compliance with California Assembly Bill 506 of 2021 (AB-506), codified as Business and Professions Code section 18975. AB-506 was enacted to prevent child abuse and neglect in California youth service organizations, including recreation centers. AB-506 imposes several requirements on youth service organizations, including developing and implementing child abuse prevention policy and procedures.

#### Definitions:

1. "Child" means a person under the age of 18 years.
2. "Child abuse or neglect" has the definition provided in Penal Code section 11165.6 and includes the following: physical injury or death inflicted by other than accidental means upon a child by another person, sexual abuse, neglect, the willful harming or injuring of a child or the endangering of the person or health of a child, and unlawful corporal punishment of a child.
3. "Neglect" means the negligent treatment or the maltreatment of a child by a person
4. responsible for the child's welfare under circumstances indicating harm or threatened harm to the child's health or welfare.
5. "Sexual abuse" means sexual assault or sexual exploitation as defined in Penal Code section 11165.1.
6. "Administrator" means a manager or board member of Strawberry Recreation District.
7. "Employee" means any person in the service of Strawberry Recreation District under any appointment or contract of hire, including full-time and part-time.
8. "Regular volunteer" means a volunteer with Strawberry Recreation District who is 18 years of age or older and who has direct contact with, or supervision of, children for more than 16 hours per month or 32 hours per year.
9. "Mandated reporter" means an individual required by law to report suspected child abuse or neglect, and includes administrators and employees of Strawberry Recreation District.



## Policy:

1. **Overview.** Strawberry Recreation District (“District”) prioritizes the safety and well-being of the children it serves. It is the policy of the District to ensure the safety of children and to report any suspected child abuse or neglect.
2. **Reporting Policy.**
  - a. **Mandated Reporters.** All District administrators and employees shall report suspected child abuse or neglect in accordance with the training on mandated reporting that they receive. Reports shall be made to the Marin County Department of Children and Family Services (415-473-7153) or the Marin County Sheriff (415-479-2311).

Administrators and employees shall make an initial report by telephone as soon as practicably possible. Employees and administrators shall also complete a written “Suspected Child Abuse Report” (attached as Exhibit A) and submit it by fax (415-473-3279) within 36 hours of receiving information concerning the incident.

- a. **Non-mandated Reporters.** All District volunteers, including regular volunteers, shall report any suspected child abuse or neglect to their supervisor, unless the supervisor is the alleged perpetrator, in which case the report shall be made to the District general manager or board president.
  - b. For purposes of this section, “suspected child abuse or neglect,” means that it is objectively reasonable for a person to entertain a suspicion, based upon the facts presented and the person’s expertise, to suspect child abuse or neglect. The person need not know with certainty that child abuse or neglect has occurred.
2. **Screening Policy**
    - a. All administrators, employees, and regular volunteers of the District shall undergo a background check in compliance with Penal Code section 11165.9.
    - b. Any person with a history of child abuse shall be excluded from working or volunteering with the District.
  3. **Training Policy**
    - a. All administrators, employees, and regular volunteers of the District shall complete training in child abuse and neglect identification and training in child abuse and neglect reporting.
    - b. For mandated reporters, completing this training on a yearly basis is a condition of continued employment.
  4. **Supervision Policy**
    - a. To the greatest extent possible, at least two mandated reporters shall be present whenever administrators, employees, or volunteers are in contact with, or supervising, children

### **Diversity, Equity, and Inclusion (DEI)**

SRD strives to be a workplace where employees feel welcomed, part of the team, included, and invested in the mission, vision, and values of SRD.

SRD is committed to creating a diverse workspace through fostering, cultivating, and preserving a culture of diversity, equity, and inclusion. We value our employees for their unique talents and abilities and strive to maintain a workplace that is equitable, inclusive, safe, and a place of belonging for all employees. From recruiting practices, to pay and benefits, promotions, and all other aspects of employment, SRD is committed to an equitable and inclusive environment. We not only recognize that our employees comprise a wide range of backgrounds, characteristics, and perspectives, we believe those differences should be celebrated and valued. We embrace and encourage our employees' differences, backgrounds, experiences, and other characteristics. These are parts of each employee that contribute to our experiences as humans, and ultimately to the knowledge and expertise that make each employee valuable to SRD's culture.

Through our DEI policy, SRD seeks to maintain a positive work environment where all employees can reach their full potential and maximize their contributions. We are committed to our employees' dignity and well-being and make every effort to provide all employees with a supportive and professional work environment.

SRD is determined to provide equitable access, opportunity, and advancement for all individuals. We are always looking for ways in which we can cultivate an inclusive work environment, strengthen our cultural competency, and train our managers and employees to provide opportunities for growth and development. All employees, regardless of their background or characteristics, will be treated with respect and dignity while in the workplace, at company-sponsored events, at all work-related functions.

Likewise, we expect that all employees always treat their coworkers, supervisors, other team members and patrons with the same dignity and respect. Disrespect, inappropriate behavior, or conduct, or microaggressions (overt or subtle) towards others will not be tolerated and may result in disciplinary action, up to and including termination of employment.

If you have been subjected to or witnessed mistreatment, harassment, discrimination, or retaliation in violation of SRD's Harassment, Discrimination, and Retaliation Prevention policy, please contact your supervisor or the General Manager.

### **Gender Inclusion Policy**

SRD welcomes transgender, gender-nonconforming, gender-nonbinary, and gender-transitioning employees, applicants, and members of our community. This policy promotes a safe, professional, inclusive, and productive workplace for everyone, regardless of gender identity or gender expression. All employees, applicants, and those SRD does business with (our community) must be treated with dignity and respect, regardless of gender, gender identity, and gender expression. Employees may not harass, discriminate, or retaliate against anyone based on their gender, including gender identity or transition status.

SRD's policy sets forth guidelines to address the needs of transgender and gender non-conforming employees. This policy can not anticipate every situation that might occur with respect to transgender or gender non-conforming employees, and the needs of each transgender or gender non-conforming employee must be assessed on a case-by-case basis. The goal is to ensure the safety, comfort, and healthy development

of transgender or gender non-conforming employees while maximizing the employee's workplace integration and minimizing stigmatization of the employee.

### **Confidentiality & Privacy**

Employees, applicants, and those SRD does business with, have the right to discuss their gender identity or gender expression openly, or keep that information private. The medical, personal, or intimate details about someone's gender identity, transgender status, or transition are that individual's personal business. They decide when, with whom, and how much of their private information to share. This information is confidential under state privacy laws. Individuals must consent before anyone besides themselves shares any of their personal, confidential information. Spreading rumors or gossiping about anyone's gender identity or gender expression is inappropriate and in violation of this policy, and could be in violation of federal, state, and local laws.

### **Names & Pronouns**

Employees, applicants, and others that SRD does business with must be addressed by the names and pronouns they designate. An employee may request a chosen name on the identification badge issued by SRD. Employees may also request that their email addresses and other SRD identification information reflect their chosen names and pronouns.

Employees must use their legal names for certain purposes, such as payroll, retirement accounts, the human resources system, etc. Employee records are confidential and limited to specific personnel by specific business needs and law. Although an individual's legal name is in the system, it will be maintained as confidential.

Gender language does not acknowledge or validate the existence of those who identify outside of the gender binary and can be alienating. Thus, it is SRD's policy and request that employees rethink common gendered phrases and adjust by using more inclusive, gender-neutral language.

Examples of gender-neutral greetings include:

- "Friends"
- "Y'all" or "You all"
- "Folks"
- "Everyone"

### **Appearance & Attire**

Employees have the right to dress in a way that corresponds with their gender identity and/or gender expression. Attire should still comply with SRD'S dress code.

### **Access to Gender-Specific and/or Neutral Facilities**

Restrooms, locker rooms, and other facilities are open to SRD employees, applicants, and members of SRD's community where appropriate regardless of their gender identities. The SRD will use all-gender restrooms/locker rooms as well as single person use facilities, where possible, although transgender and gender-nonconforming employees are not required to use said spaces. SRD will utilize the same standard ADA-compliant signage for all facilities. Employees cannot harass or question individuals about their facility usage.

### Reporting Violations

Discrimination or harassment based on sex, gender, gender identity, or gender expression is a violation of this and other SRD policies, including the Equal Employment policy, and could result in disciplinary action, up to and including termination of employment.

SRD encourages all employees to report harassing, retaliatory, or discriminatory behavior. It does not matter if the behavior is directed at themselves or co-workers. The Equal Employment Policy, including the anti-discrimination, anti-harassment and anti-retaliation policy has more information about reporting violations. SRD's policy prohibits retaliation against anyone who reports or files a complaint or helps in the investigation of a complaint. Employees who believe they have experienced discrimination, harassment, or retaliation in violation of this policy should report the incident to their supervisor.

If a supervisor receives a complaint, or if a supervisor becomes aware of potential discriminatory, harassing, or retaliatory behavior, the supervisor must immediately (within 24 hours) report it to the General Manager and/or the Board of Directors. Any supervisor who fails to report such a complaint or behavior may be subject to disciplinary action, up to and including termination of employment.

### Reasonable Accommodations of Religious Beliefs, Observances and Practices

SRD provides equal employment opportunities for individuals regardless of their religious beliefs or practices. SRD will reasonably accommodate applicants' and employees' observances, practices, dress, and grooming standards consistent with their religious beliefs or practices to enable them to apply for positions and to perform their essential job functions, unless doing so would result in an undue hardship for SRD. Employees making accommodation requests are protected from retaliation or discrimination, whether or not the request is granted.

### Disability Accommodation and Anti-Discrimination Policy

SRD is committed to complying fully with federal, state, and local laws. SRD is also committed to ensuring equal opportunity in employment for qualified persons with disabilities. We make our employment decisions based on the merits of the situation in accordance with defined criteria, not the disability of the individual. Further, SRD is committed to not discriminating against any qualified employee or applicant because the person is related to or associated with a person with a disability.

#### Reasonable Accommodations for Persons with Disabilities

SRD is committed to providing access, equal opportunity, and reasonable accommodation for individuals with disabilities in employment, its services, programs, and activities. Consistent with our Mission and values, SRD provides reasonable accommodations for employees and job applicants with disabilities to enable them to apply for positions and for employees to perform the essential functions of their jobs, unless it would result in an undue hardship for SRD, or such individuals pose a direct threat to the health and safety of themselves or others.

It is the policy of SRD that qualified individuals with disabilities are not subjected to discrimination, harassment and/or retaliation because of their disabilities and/or request for accommodation in regard to job application procedures, hiring, and other terms and conditions of employment.

SRD complies with any and all federal, state, and local disability laws and makes reasonable accommodations for applicants and employees with disabilities. If a reasonable accommodation is needed to participate in the

job application or interview process, to perform essential job functions, and/or to receive other benefits and privileges of employment, please contact SRD to initiate the request for an accommodation process as described below.

### **Initiating the Reasonable Accommodations Process**

It is the policy of SRD to provide reasonable accommodations when requested by a qualified applicant or employee with a disability unless such accommodations would cause undue hardship. The policy regarding requests for reasonable accommodations applies to all aspects of employment, including the application process. If reasonable accommodations are needed, please contact the General Manager. Requests for accommodations include, but are not limited to, requests for equipment purchases, ergonomic adjustments, service or emotional support animals, or physical modifications to the workplace.

An employee who needs accommodations due to a mental or physical disability or medical condition should request reasonable accommodations by submitting a completed “Request for Reasonable Accommodations” form which can be obtained from the employee’s supervisor. Once SRD receives the completed form or similar notice, it will initiate an interactive dialogue with the employee about the employee’s functional capabilities and work limitations to determine what type of reasonable accommodations may be effective to enable the employee to perform all essential job functions.

### **Medical Documentation May Be Required and Will Be Maintained Confidentially**

SRD may request that the employee submit medical documentation from a health care provider to support the need for reasonable accommodations. Employees who request accommodations are not required to disclose the underlying nature or diagnosis of their disability or any genetic information; however, they are expected to provide sufficient information about their functional capabilities and work limitations to enable SRD to evaluate the need for job-related accommodations. Any information received by SRD related to an employee’s disability or medical condition will be maintained confidentially.

### **Requests for Reasonable Accommodations May Be Denied Under Certain Circumstances**

Under certain circumstances, SRD may deny the requested accommodation, including when the employee:

1. Fails to provide medical documentation to support the need for reasonable accommodations;
2. Refuses to disclose information about their work limitations and functional capabilities to enable SRD to determine what, if any, accommodations would be necessary to enable the employee to perform all essential job functions;
3. Poses a direct threat to their own or others’ health and safety; or
4. Requests accommodations that would cause an undue hardship for SRD.

As it is the policy of SRD to provide reasonable accommodations to qualified individuals with disabilities, if possible. SRD is prepared to modify or adjust the job application process or the job or work environment to make reasonable accommodations to the known physical or mental limitations of the applicant or employee to enable the applicant or employee to be considered for the position they desire, to perform the essential functions of the position in question, or to enjoy equal benefits and privileges of employment as are enjoyed by other similarly situated employees without disabilities, if at all possible, unless the accommodations will impose an undue hardship.

### **Lactation Accommodation Policy**

SRD supports the legal right and necessity of employees who choose to express milk in the workplace or during the workday. This policy establishes guidelines for promoting a breastfeeding-friendly work

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## EMPLOYMENT AND CULTURE AT SRD

environment and supporting lactating employees for as long as they desire to express breastmilk. Consistent with SRD's values, this policy expressly prohibits discrimination, harassment and/or retaliation against lactating employees for exercising their rights.

Employees should speak with their direct supervisor if they have a request for lactation accommodation and SRD will respond to the employee's request within five (5) business days.

### **Lactation Breaks Shall Be Provided When an Employee Needs to Express Milk**

The lactation break shall, if possible, run concurrently with the employee's meal and break periods. Please see the Meal and Break Period policies hereinbelow for more information.

If the lactation break does not run concurrently with the employee's meal and rest break times or when additional time is necessary, the lactation break time may be unpaid.

### **Lactation Space:**

SRD will provide breastfeeding employees with space in close proximity to their work area, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public to express breastmilk. The room or location may include the place where the employee normally works if it otherwise meets the requirements of the lactation space.

The Lactation Space Will:

- Be safe, clean, and free of toxic or hazardous materials;
- Contain a place to sit, a surface to place a breast pump and personal items;
- Have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations needed to operate an electric or battery-powered breast pump;
- Have access to a sink with running water and a refrigerator suitable for storing milk (or another cooling device) in close proximity to employee work area;
- Multi-purpose rooms may be used as lactation space if they satisfy the requirements for space; however, use of the room for lactation takes priority over other uses, but only for the time it is being used for lactation purposes.

### **Lactation Accommodation Complaint Procedure**

SRD will maintain a record of the written requests for Lactation Accommodation that includes the name of the Employee, the date of the request, and a description of how SRD resolved the request. If an Employer denies a request for Lactation Accommodation, it must save the written denial. All of these records must be maintained for three (3) years from the date of request.

Consistent with SRD's values, this policy expressly prohibits discrimination, harassment and/or retaliation against lactating employees for exercising their rights. This includes those who request time to express breast milk at work and/or lodge a complaint related to the right to lactation accommodations. Employees may file a complaint with the California Civil Rights Department ("CRC") or the California Labor Commissioner if they believe that their rights have been violated under the applicable local or state lactation laws. Labor law violations may be reported to the California Labor Commissioner's office [here](#).

### **Employment Eligibility Requirements and Immigration Laws**

As a condition of employment, each employee must complete the Employment Eligibility Verification Form I-9 on their first day of work and present documentation establishing their identity and eligibility to work in the US no later than the third business day following the start of employment.

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

SRD will comply with all federal and state employment immigration laws. Consistent with its obligations under federal immigration laws, SRD will ensure that all employees present valid documentation to verify their identity and eligibility to work in the United States within three (3) business days of their first day of employment.

# Section 2



## Employment Categories

The following definitions of employment classifications will enable employees to understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period or alter the at-will nature of employment with SRD.

1. *Exempt employees*: Employees whose work duties exempt them from the overtime provisions of the federal Fair Labor Standards Act and any applicable state wage and hour laws.
2. *Non-exempt employees*: Employees who are paid on an hourly basis and are eligible for overtime premium pay and other rights under applicable state wage and hour laws.
3. *Regular employees*: Employees who are hired to work a regular schedule. Regular employees may be classified as full-time or part-time.
4. *Temporary/seasonal employees*: Employees hired to work for a specified period as interim replacements, to temporarily supplement the workforce, provide seasonal assistance, or assist in completing a specific project. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified in writing of a change.

## Business Hours

SRD's core business hours are from 9:00 a.m. to 6:00 p.m., five (5) days a week, Monday through Friday, and 9:00 a.m. to 5:00 p.m. on Saturday and Sunday, although employees' work hours may differ depending on business needs.

Business hours and work shifts are subject to change as business needs dictate. Unless an employee's supervisor has approved a different schedule, all full-time employees are expected to work 40 hours per week, excluding meal periods. Hours may vary depending on position and work volume.

A supervisor must approve any request to change shifts with another employee. Otherwise, employees will be responsible for working their assigned shifts. Working overtime or a double shift will only be approved in an emergency.

## Workday and Workweek Defined

For purposes of preparing timesheets and calculating overtime, the *Workday* is defined as the 24-hour period that runs from 12:00 a.m. midnight until 11:59 p.m., and the *Workweek* is defined as Monday at 12:00 a.m. midnight to Sunday at 11:59 p.m.

## Attendance and Punctuality

Each employee is critical to the success of SRD and the smooth, efficient functioning of the business. Consequently, employees are expected to report to work on a regular and prompt basis and be ready to begin their shift at their scheduled start time and should not stop working without prior approval, except for meal periods, rest breaks, or when required to leave work on authorized SRD business.

If an employee expects to be late to work or absent, they must contact their direct supervisor or the General Manager as soon as possible but no later than one (1) hour before the start of the scheduled shift for each

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## WORK HOURS AND COMPENSATION

day of the absence. Employees must talk with their direct supervisor and receive a confirmation message back. If a confirmation message is not received back from a supervisor, please contact the General Manager. Employees must contact their direct supervisor for each additional day of absence. Chronic absenteeism and tardiness negatively impact the smooth operation of the business and reflect a lack of respect for fellow employees who must provide coverage. Therefore, unexcused late starts or unscheduled absences will be cause for disciplinary action, up to and including immediate termination of employment. Exceptions may be made for emergency circumstances that are beyond the employee's control.

If an employee fails to report to work for five (5) consecutive workdays without contacting their direct supervisor, the employee will be deemed to have voluntarily resigned. Exceptions may apply under certain state and federal laws. SRD may require a doctors release back to work if an employee's illness extends beyond 3 days.

### Payroll

SRD's pay period is Monday through Sunday. Employees are paid every other Friday of each month. Any payroll errors should be immediately reported to the employee's supervisor or General Manager via email as much detail as possible. Payroll errors will be promptly corrected. No one, other than the employee to whom the check is written, will be allowed to pick up a paycheck unless written authorization has been provided by the employee. Employees should be aware that intentionally submitting false payroll entries may result in disciplinary action up to and including termination of employment.

If a regularly scheduled payday falls on a day when SRD is closed, employees will receive their paychecks on the business day immediately preceding the regularly scheduled payday. SRD does not provide payroll advances or "loans" to its employees.

### Direct Deposit

Direct deposit saves employees time and energy and is better for the environment. SRD encourages employees to enroll in SRD's direct deposit plan by completing an authorization form, which can be obtained from a supervisor. This allows SRD to deposit employees' paychecks directly into their bank account.

If an employee is not enrolled in direct deposit, their paychecks and expense reimbursement checks will either be distributed on payday or mailed to the employee's home address, at the employee's request, if a written request for home delivery is provided with a current mailing address.

### Timekeeping Procedures

Non-exempt employees are required to record their actual time worked on manual timesheet for payroll purposes. This includes the start and end times of each day, time spent clocking-in/out, and booting up and/or logging in and shutting down computers, the beginning and end of meal periods, and any overtime worked. In circumstances where SRD rounds employees' time entries, they will be round up in favor of the employee. All employees are required to report their absences from work on their manual timesheet.

Time must be submitted to their supervisor by close of business each Tuesday after the pay period ends. Failure to submit hours on time could create an administrative burden for SRD and could subject an employee to disciplinary action. Any errors regarding time entries should be reported immediately to the employee's supervisor or General Manager .

### Overtime for Non-Exempt Employees

Employees are sometimes asked to work overtime to meet operational needs, deadlines, and emergencies. Therefore, employees' cooperation in performing overtime work is expected. However, overtime may not be worked without advance approval by a supervisor, except in emergencies. In addition, SRD does not allow non-exempt employees to work "off the clock" under any circumstances. All work time must be recorded. Non-exempt employees will receive overtime pay as follows:

Time and a half is paid for:

1. Time worked beyond eight (8) hours, but less than twelve (12) hours in a single workday.
2. Time worked beyond forty (40) hours in a workweek not already accounted for in the "over eight (8) hours per day" calculation.
3. The first eight (8) hours worked on the seventh consecutive day worked in a single workweek.

Double time is paid for:

1. Hours worked beyond twelve (12) in a single workday.
2. The hours worked beyond eight (8) on the seventh consecutive day worked in a single workweek.

NOTE: Overtime is calculated based on **time actually worked** per week. Time off for meals, time spent commuting to and from the worksite, and approved time off will not be considered time worked for the purpose of calculating overtime pay. Employees are prohibited from checking work-related emails, texts, voicemails, etc. while on (??), unless in emergencies or when authorized in advance by their supervisor.

### Make-up Time for Non-Exempt Employees

Make-up time allows non-exempt employees to take time off for personal obligations and then make up the time **in the same workweek**. Employees may not work more than 11 hours in one day or 40 hours in one workweek to make up time. **Make-up time will be paid at the employee's regular rate and not paid at an overtime rate.** Each make-up time request must be submitted in writing for supervisor approval. Employees must obtain written supervisor approval **before** working any make-up time. SRD has full discretion to grant or deny any request to make-up work time. (which can be obtained from the General Manager) must be signed by the employee and approved by the General Manager whenever requesting make-up work time. (we don't have a form for this – it's usually by email)

If a non-exempt employee takes time off and cannot work the scheduled make-up time for any reason, the hours missed normally will be unpaid. However, the employee's supervisor may arrange with the employee an alternate day during that same workweek to make up the time, if possible, based on scheduling needs.

If the make-up time is worked before the planned days off, the employee must take that time off, even if the employee no longer needs the time off for any reason. An employee's use of make-up time is entirely voluntary. SRD does not encourage, discourage, or solicit the use of make-up time.

### Day of Rest for Non-Exempt Employees

Non-exempt employees are entitled to at least one (1) day's rest in each workweek and will not be scheduled to work seven (7) consecutive days in a workweek, unless each one of the shifts during the workweek are under six (6) hours a day and the total number of hours worked in that workweek do not exceed 30 hours. In this circumstance, a waiver agreement (??) must be signed acknowledging the employee is aware of their right to have a day of rest and is voluntarily deciding to waive this right, without any coercion or influence by management. The Day of Rest Waiver is available through their supervisor. (we don't have this form)

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## WORK HOURS AND COMPENSATION

In emergency circumstances or when the nature of the work requires an employee to work seven (7) consecutive workdays in a single workweek, the employee will receive a minimum of one (1) day off per workweek for each calendar month. (this doesn't make sense to me) Employees with questions or concerns should speak with their supervisor.

### Meal Periods for Non-Exempt Employees

Meal periods and rest breaks are important for each employee's rest and well-being. Non-exempt employees may not work through their meal periods or rest breaks in order to arrive late or leave early from work.

Non-exempt employees who work five (5) or more hours in a workday MUST take an unpaid meal period during which time they are relieved of all duties. Employees who work ten (10) or more hours in a workday are entitled to a second thirty (30) minute duty-free unpaid meal period. Meal periods must be a minimum of thirty (30) minutes and begin before four (4) hours and 59 minutes of work. Employees must schedule their meal periods with their supervisor when leaving for and returning from lunch. They are free to leave the work premises and must record their meal periods on their timesheet.

In certain circumstances, meal periods may be waived by mutual consent of employees and their supervisors. Employees may waive their first meal period so long as they do not work more than six (6) hours in a workday. The second meal period of the day may be waived by mutual consent of the employee and their supervisor if the employee did not waive the first meal period and the total hours of work that day are no more than twelve (12) hours. An Agreement to Waive Meal Period form (we don't have this form) can be obtained from the employee's supervisor and must be signed by both the employee and supervisor. Under no circumstances shall a meal period be missed without a valid and approved written waiver. Questions regarding meal period waivers may be directed to a supervisor.

If an employee misses a meal period, takes less than thirty (30) minutes for their meal period, or takes their meal period later than the **end** of the fourth hour, they are required to notify their direct supervisor before the end of the workday. Failure to take meal periods as described above may result in disciplinary action, up to and including termination of employment. Employees must complete a missed meal break form (we don't have this form) explaining the reasons why this occurred and submit it to their supervisor.

### Rest Breaks for Non-Exempt Employees

SRD makes available to non-exempt employees a paid ten (10) minute rest break for every four (4) hours or major part thereof worked. The rest period should be in the middle of each four (4) hour work period, as much as practicable, with due consideration for the business needs and operational requirements. Accordingly, if an employee works:

- Less than three (3) and a half hours, they are not entitled to a rest period.
- Three (3) and a half to six (6) hours, they are entitled to one 10-minute rest period.
- Six (6) to 10 hours, they are entitled to two 10-minute rest periods.
- 10 to 14 hours, they are entitled to three 10-minute rest periods.

During rest breaks, employees will be relieved of all duties and allowed to leave work. Rest breaks should be taken at a time when it would not be disruptive to workflow. Rest breaks cannot be combined with meal periods but should fall on either side of the meal period. Rest breaks may not be used to extend meal periods or "saved" to arrive late or leave early from work. Employees who are lactating or nursing may take additional breaks to express milk.

### Reporting Time Pay

For each work shift that a non-exempt employee is scheduled and reports for work but is not offered work or is furnished with half of their usual or scheduled shift, that employee will be paid a minimum of two (2) hours, but no more than four (4) hours at their regular rate of pay. Employees who are required to report to work a second time in the same workday and are assigned less than two (2) hours of work shall be paid for two (2) hours at the regular rate of pay. Employees who volunteer to leave early are not exempt from this policy. Reporting time pay does not factor in for purposes of determining overtime pay.

The preceding provisions will not apply where:

1. Operations are disrupted due to threats to employees or property; or when recommended by civil authorities; or
2. Public utilities fail to supply electricity, water, or gas, or there is a failure in the public utilities, or sewer system;
3. The interruption of work is caused by an Act of Nature or other cause not within the employer's control; or
4. The employee is already on paid standby status and is called to perform assigned work at a time other than the employee's scheduled reporting time.
5. The employee has a regularly scheduled shift of less than two (2) hours.

### Cool Down Break to Prevent Heat Illness

Employees should immediately notify a supervisor or manager if they feel ill due to overheating. To prevent heat illness, employees should take a paid cool down break of at least five (5) minutes when they feel the need to do so.

### Business Interruption

In the event of a natural disaster that prevents an employee from being able to safely commute to work or complete their workday, or which causes the company to suspend business operations either temporarily or permanently, SRD will not compensate non-exempt employees for time not worked. Exempt employees will receive their full pay for any workday or workweek in which they worked, but if the company is open for business and an exempt employee is unable to work from home or come into work, then the employee must draw from their accrued and unused vacation time to receive pay for those days to avoid a loss of pay. In the case of a long-term business interruption, employees may be eligible for state unemployment insurance and/or other government benefits made available.

### Pay Transparency

Employees wishing to review the pay scale for their current position may speak with their supervisor or the General Manager. "Pay Scale" refers to the salary or hourly wage range that SRD expects to pay for the position.

# Section 3

### Overview of Employee Benefits

SRD provides certain benefits for the well-being and convenience of its employees. The descriptions in this Employee Handbook are only brief summaries for the employees' general information. SRD does not accept any responsibility or liability for decisions or actions taken by an insurance carrier or third-party health care account. Details about insurance coverage and benefits are provided in the respective Summary Plan Descriptions and are available upon request to the supervisor or General Manager. SRD reserves the right to change or discontinue any of the benefits outlined below at any time, without limitation, regardless of employees' length of service or their reliance on these benefits in deciding whether to accept, continue, or resign from their employment.

To the extent there is a discrepancy between information provided in this Employee Handbook and the applicable Summary Plan Description (SPD) for a particular benefit or plan, the provisions of the SPD shall be followed.

### Health, Dental and Vision Insurance for Full-Time Employees

Full-time year-round employees who's hire offer includes benefits and regularly work an average of forty (40) hours per week are eligible for the Company-sponsored group health, dental, and vision plans. SRD covers 100% of the base plans.

Coverage starts the first of the month after their employment begins. Employees are responsible for covering dependent care premiums, via pre-tax deductions.

Employees should contact their supervisor or the General Manager for enrollment forms and detailed information on group health insurance benefits.

### Continuation of Coverage: Consolidated Omnibus Budget Reconciliation Act (COBRA / Cal-COBRA)

Consistent with the requirements of federal and state laws, an eligible employee and eligible dependents who are enrolled in a group health plan have the right to continue group health benefits coverage on a self-pay basis, if one or more of the following qualifying events occur:

1. Employees' work hours were reduced below the minimum number of hours that would qualify them to be eligible for benefits, including separation from employment (due to termination or resignation);
2. The employee becomes entitled to benefits under Medicare;
3. A dependent child ceases to be a dependent child under the generally applicable requirements of the plan; and/or
4. In the event of the employee's death, divorce, or separation.

Employees who elect continuation of coverage are responsible for making their premium payments. Payments are due by the first of the month for that month's coverage. To continue coverage, the employee must notify their supervisor or the General Manager or our insurance carrier within 30 days if any of the above instances apply. Employees have sixty (60) days from the date of the qualifying event to elect continuation of group health benefits. Information pertaining to continued insurance coverage will be provided upon separation of employment.

For more information on COBRA click on the following links: [Federal COBRA](#).

### Company Holidays

As a government agency, SRD is closed on most federal holidays. If a full time exempt or non-exempt employee's regularly scheduled workday falls on a holiday, the employee will be paid for the holiday. Part time employees are generally not scheduled to work on holidays.

SRD offers the following paid holidays to (full-time) employees, if the holiday falls on the employee's scheduled workday:

- New Year's Day
- Board Option – depending on the day of the week, the SRD Board may elect to give staff a 2<sup>nd</sup> paid holiday before or after New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving
- Friday Following Thanksgiving
- Christmas Day
- Board Option – depending on the day of the week, the SRD Board may elect to give staff a 2<sup>nd</sup> paid holiday before or after Christmas Day

To receive holiday pay, employees must work on the workdays immediately preceding and following the holiday unless they are on an authorized leave. If a holiday falls on a date on which an employee is on vacation, the employee will receive holiday pay, and the day off will not be deducted from the employee's vacation time bank. For **non-exempt** employees, compensation received by the employee for holidays will not count as hours worked for computing overtime during that workweek. Temporary and Part-Time employees are not eligible to receive paid holidays. Employees are ineligible for holiday benefits that accrue while on unpaid leaves of absence.

SRD respects the religious beliefs of its employees and will make every effort to accommodate absences for religious holidays providing they don't cause hardship to SRD. Absences for religious holidays can be taken as vacation time or as unpaid time off if the employee has used up all paid vacation time.

Upon separation of employment, employees will be paid for any unused floating holiday to which they are entitled.

### Unpaid Time Off

Employees should notify the General Manager at least two (2) weeks in advance of taking unpaid time off via email. SRD's approval of employees' requests for unpaid time off will be subject to the discretion of management and will be based on a number of factors, including operational needs and staffing requirements. If SRD receives multiple, overlapping requests from employees for unpaid time off, SRD may grant the request of the employee who first submits their request.



## Vacation Time

Full-time employees who are regularly scheduled to work an average of 40 hours or more per week are eligible for paid vacation. SRD encourages employees to use their vacation time for rest and relaxation. Vacation accrual starts upon hire and can be taken once accrued.

Full-time employees earn vacation time based on their length of employment as follows:

<b>Length of Employment</b>	<b>Accrual Rate Per Pay Period</b>	<b>Annual Accrual Rate</b>	<b>Accrual Cap</b>
Hire Date through end of 5 <sup>th</sup> year	3.08 hours per payroll	10 days	35 days
Start of 6 <sup>th</sup> year through end of 10 <sup>th</sup> year	4.62 hours per payroll	15 days	35 days
Start of 11 <sup>th</sup> year and beyond	6.16 hours per payroll	20 days	35 days

Non-exempt employees may take vacation time in minimum of 2 hour increments. Exempt employees can take time off in a minimum of four-hour increments if they have vacation time accrued. Partial day absences will not be granted without prior approval from a supervisor. Part-time employees and temporary staff are not eligible for any vacation benefits.

If a holiday occurs during the employee’s time off, the holiday will not count as a vacation day (i.e., vacation hours will not be deducted from an employee’s bank of accrued hours). Vacation time requests will be granted based on events, and are up to the discretion of the General Manager. Employees should note that SRD reserves the right to restrict vacation time off on certain dates to do programming.

Employees are encouraged to use all vacation benefits before the end of each year. If allotted vacation time is not used during a given year, it will be rolled over into the following calendar.

At SRD’s discretion, SRD may choose to close temporarily for a period of time. During the closure, employees must use accrued vacation time, or the time off will be unpaid, unless otherwise approved by SRD’s Board. If possible, a 90-day notice will be given before closure. If an event occurs that is beyond the control of SRD, no notice may be given for a closure.

Employees are encouraged to give the General Manager as much notice as possible regarding vacation requests by requesting time off **at least** two (2) weeks in advance via email, text, etc. SRD will attempt to grant vacation time as requested. If a rare circumstance occurs wherein SRD receives multiple overlapping vacation requests, SRD reserves the right to reschedule requests to prevent disruption to the operations. Consideration will be given to the employee with the earliest written request, among other factors. Please do not make travel arrangements until approval has been received. If exempt employees want to be contacted while they are on vacation, they must notify the General Manager in advance.

If an employee takes an unpaid leave of absence for any reason, the employee will not earn vacation or sick time during the leave. Vacation and sick time accruals will recommence when the employee returns to work.

Upon separation of employment, employees will be paid for all accrued, but unused, vacation time.

## Administrative Leave for Supervisory Level Employees and Above

Full time employees, who are supervisor level and above are provided with administrative leave (Admin Leave). Admin Leave is 20 hours per calendar quarter, on a use it or lose it basis. It is up to the employee to manage their Admin Leave.

### California Paid Sick Leave (PSL)

#### Use of California Paid Sick Leave

SRD provides paid sick leave for all employees who have worked in California at least thirty (30) days within a calendar year. Paid sick leave can only be used for the reasons outlined in this policy. Full time employees are granted one sick day per month, accrued on a 26 pay period basis. Maximum sick time accrual is 66 days.

Employees are encouraged to use their accrued paid sick leave for their preventive care appointments, at the outset of any time off due to a medical or disability leave, illness, injury, or receipt of medical care, treatment, or a diagnosis, unless otherwise allowed by law.

Employees may also use PSL for a family member or designated person who is sick or in need of medical care. A Family Member is defined as a biological, adopted, or foster child; stepchild; legal ward or a child to whom the employee stands in loco parentis; sibling; spouse or registered domestic partner; parent, biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; grandparent, grandchildren, or legal guardian, or designated person.

Employees may designate only one (1) person as their designated person per 12-month period. The designated person may be any person the employee chooses whether family or not. Employees should update their supervisor or the General Manager to declare their selection of designation and may do so at the start of their leave.

For non-exempt employees, paid sick leave accrues on all hours worked, including overtime. For full-time exempt employees, paid sick leave accrues based on a 40-hour workweek unless the employee's workweek is less than 40 hours, in which case, paid sick leave accrues on a pro-rata basis, proportionate to the employee's regular workweek.

Absences for exempt employees who have some, but not enough time accrued to cover their sick time request will have all available sick time deducted . Any sick time taken beyond available accrued sick time must be approved by the General Manager.

Employees will be eligible to use available sick leave upon hire and can use available sick time as soon as it is accrued.

Part-time Employees accrue paid sick leave at the rate of one (1) hour for every 30 hours worked. Paid sick leave *use* is capped at 40 hours per year unless the employee works in a city where this is prohibited. Employees must take sick time off in increments of at least two (2) hours.

Employees who are unable to report to work due to an illness or injury must provide reasonable advance notice if the need for paid sick leave is foreseeable as in the case of a doctor's appointment. When the need for paid sick leave is unforeseeable, employees must provide notice of the leave as soon as practicable, but not less than one (1) hour before their scheduled start time. Employees must notify their supervisor verbally or written via email, or text. Employees must communicate with their direct supervisor and receive a confirmation message back. If the employee does not hear back from their supervisor, please contact the General Manager. The employee must contact their supervisor for each additional day of absence. Employees are not required to find a replacement to cover their sick time off. Unless otherwise directed, in the event

the employee reports to the General Manager, and the General Manager is on vacation, the employee must still contact the GM and report all sick time.

If the employee's supervisor doesn't hear from an absent employee for five (5) consecutive days, SRD will assume that the employee has abandoned their position and will begin processing the employee's separation paperwork. SRD will consider any extenuating circumstance that prevented the employee from calling in their absences.

SRD will not tolerate abuse of sick leave. Examples of possible sick leave abuse include but are not limited to: (a) taking paid sick leave on days when an employee's request for vacation leave has been denied; (b) a pattern of taking paid sick leave on days when the employee is scheduled to work a shift that may be perceived as undesirable (i.e. weekends and holidays); and, (c) a pattern of taking paid sick leave on Mondays or Fridays or immediately following or preceding a holiday or vacation. These absences may be treated as unexcused and may also warrant disciplinary action, including termination of employment.

An employee who is absent due to a non-work-related illness or injury for eight (8) or more consecutive calendar days should apply for state disability benefits in order to be considered for wage replacement benefits. An employee who is absent due to a work-related illness or injury for three (3) or more consecutive days may apply for workers' compensation benefits. Accrued sick leave can be used to supplement any payments that an employee is eligible to receive from disability or workers' compensation insurance. However, the combination of any such insurance payments and sick leave pay cannot exceed the employee's regular weekly earnings.

### **Use of Sick Time for Specific Leaves of Absence**

Employees may take accrued sick time for purposes related to domestic violence, sexual assault, or stalking, suffered by the employee, and for purposes related to bone marrow or organ donation for self or kin.

### **Eligibility**

Employees accrue paid sick leave while working and while on any kind of paid leave, regardless of their length of employment. Non-exempt employees may not use more paid sick time than has been accrued. Accrued sick leave does not expire and can be carried over from year to year up to the maximum allowable by law. Any unused accrued paid sick time will not be paid to the employee upon termination of employment. Any time taken more than the amount of time accrued, if granted, will be unpaid. If, however, if the employee is rehired within one (1) year, they will be entitled to use any unused paid sick leave that had accrued before their separation from employment and to also begin accruing additional paid sick leave.

Employees who assert their rights to receive paid sick leave are protected from retaliation. Anyone who engages in any such retaliation will be subject to disciplinary action, up to and including termination of employment.

### **State Disability Insurance**

California State Disability Insurance ("SDI") provides eligible employees with benefits to offset income loss due to non-work-related injuries, illness, or pregnancy. SDI benefits are paid by the state and are financed by mandatory payroll tax deductions. An employee receiving Paid Family Leave ("PFL") or Workers' Compensation benefits at a weekly rate equal to or greater than the SDI rate may not be entitled to receive SDI benefits. Employees will receive an SDI information pamphlet in their orientation packet at the onset of their employment and again if the need for a disability leave occurs.

Specific rules and regulations governing disability insurance are available at the State of California Employment Development Department (“EDD”), Disability Insurance (“DI”) division which provides short-term wage replacement for employees on state disability, link found [here](#).

### **Paid Family Leave (PFL)**

Employees may be entitled to California Paid Family Leave (“PFL”) if they take time off work to care for a seriously ill family member, which includes a child, spouse, domestic partner, parent, parent-in-law, grandparent, grandchild, or sibling, to bond with a new minor child (through birth, adoption or foster care) or to participate in a qualifying event as a result of a family member’s (spouse, registered domestic partner, parent, or child) military deployment to a foreign country. PFL is a wage replacement benefit provided by the State of California and does not provide any legally protected right to time off work. PFL benefits are financed by mandatory employee payroll tax deductions.

No more than eight (8) weeks of PFL benefits may be paid within any 12-month rolling backward look back period. SRD may require employees to use up to two (2) weeks of accrued vacation time before receiving benefits.

To qualify:

1. The employee will be required to complete a PFL claim form and provide medical documentation to support their need for leave directly to the California Employment Development Department (EDD) within forty-one (41) days of when benefits should begin.
2. For bonding with an infant, PFL is limited to the first year after child’s birth, adoption, or foster care placement.
3. The employee cannot receive PFL while receiving SDI, Unemployment Insurance, or Workers’ Compensation benefits in an amount that would exceed their weekly benefit amount.
4. PFL does not extend an authorized leave of absence or guarantee reinstatement upon return from leave, unless otherwise required by law.

The PFL program places a cap on the weekly benefit amount for higher-earning workers and a State issued “maximum weekly benefit amount.”

Specific rules and regulations governing Paid Family Leave (PFL) are available at the State of California Employment Development Department (“EDD”), Paid Family Leave (PFL) division which provides short-term wage replacement for employees on family leave, link found [here](#).

Employees’ entitlement to benefits is subject to the terms and conditions established by the EDD. The EDD will determine whether employees are eligible for PFL benefits, including the amount of benefits received. Please contact the General Manager for details on this program.

### **Retirement Savings and Investment Plan**

SRD offers eligible employees’ participation in a Retirement Savings and Investment Plan to help save for retirement and long-term financial goals. Eligible employees are defined as full-time employees and employees who have previously contributed to CalPERS with a previous employer.

Retirement plans allow employees to contribute a percentage or dollar amount of pre-tax compensation. (The yearly amount is subject to change based on the consumer price index determined by the Internal Revenue Service.) The money is deducted from the employee's paycheck before taxes and is invested through the plan administrator. Employees can choose from several different investment options and funds. This plan reduces taxable income and encourages long-term savings. The money is not taxed until employees withdraw it. Employees are eligible to withdraw the fund balance at age 59½. If funds are withdrawn before that age, there could be **severe** tax implications and penalties. (See SPD for more details.)

An explanation of SRD's retirement plan, relevant prospectuses and forms are available at the following link: <https://www.calpers.ca.gov/docs/forms-publications/new-member-public-agency-guide.pdf>

### **SRD Employee Memberships**

Full-time and part time year-round employees may purchase SRD memberships for themselves by paying the payroll tax of the amount of the membership. The membership rate will be added to their gross pay. Payroll taxes will be calculated and then the membership cost will be deducted from gross pay. Family members may be added to an employee's pass by paying the regular additional membership fee.

Part time, seasonal employees may purchase an SRD membership in the same way described above. These passes are for employees only. Additional family members may not be added to this membership. Part time employees must be employed by SRD for 30 days prior to purchasing a pass, and working a minimum of 10 hours per week when the pass is purchased.

Employee memberships will end when an employee is no longer working at SRD. Employee membership payroll taxes and family membership fees are non-refundable.

### **Cell Phone/Technology Benefit**

SRD offers a \$25-\$50 monthly reimbursement towards the employee's cell phone costs/technology costs (including cell phone, internet, etc.), to alleviate expenses incurred where employees have conducted business on behalf of SRD. This benefit starts upon hire. Employees should submit an expense reimbursement request, including relevant bills to the General Manager at the end of each month.

Employees who believe this amount inadequately reimburses them for their average use should speak with the General Manager.

# Section 4

### **Backpacks, Bags, and Personal Items**

Employees should exercise caution in bringing personal items or valuables such as bags, backpacks, or purses to work. If an employee chooses to bring personal items to work, SRD will not be responsible for any damaged or stolen items. (See the “Inspections and Searches on Company Premises” policy for more information.)

The personal property of fellow employees, customers, consultants, and visitors must be respected at all times. Destruction or theft of such property will not be taken lightly, and will result in disciplinary action, up to and including termination of employment, and thefts will be reported to law enforcement.

### **Cash Handling**

In an effort to ensure that no misunderstandings arise, SRD has a strict cash handling policy that must be adhered to.

Office & Aquatics Facility cash handling procedures: All cash payments must be entered into the program software (currently RecDesk), logged on the cash receipts log, deposited into a sealed envelope, recorded on the front of the envelope and deposited into the locked cash box in the office.

Event Cash Handling Procedures: All cash payments must be entered into the program software, then deposited into the provided cash box. The cash box will be periodically checked and large bills or amounts of cash will be removed by the GM or designated employee. The cash removed will be deposited into a sealed envelope and put in the locked box in the office.

After the event, the GM or designated employee will reconcile the cash collected with the program receipts. Any discrepancies will be researched and the people collecting cash may be questioned if appropriate.

### **Confidential, Proprietary, and Trade Secret Information Policy**

The protection of confidential, proprietary or trade secret information pertaining to SRD employees, clients, business, and operations is vital to the interests and success of SRD, and therefore constitutes one of their most vital assets. As a condition of employment with SRD, employees may be required to enter a Confidentiality Agreement with the Company. SRD’s Confidential, Proprietary and Trade Secret Information includes, without limitation, all of the following materials and information, whether or not reduced to writing and whether or not patentable or protected by copyright: strategic business plans, forecasts, method of operations, marketing data and bid proposals, advertising campaigns, staffing request sheets (SRS), inventory sheets, training and instruction manuals, competitors, vendors, suppliers, costs, profits, existing and prospective clients, client and/or patient information (including client and/or patient lists, client and/or patient preferences, price lists, files, names, addresses, emails, telephone numbers and credit or debit cards) computer records, financial data, pricing policies, research and proposals, leases, software developed or customized by SRD to store and sort client, patient, marketing, business information and any other information that is not generally known to the public and has commercial value in the business in which SRD is engaged (all such information being collectively referred to herein as “Confidential, Proprietary and Trade Secret Information”). This Confidential, Proprietary and Trade Secret Information remains at all times the property of SRD.

### **Misappropriation of Confidential, Proprietary and Trade Secret Information**

Employees must not disclose or use for their own or a third party's benefit or induce or assist another in the disclosure of any Confidential, Proprietary and Trade Secret Information belonging to SRD. Additionally, SRD requires employees to take measures to ensure all personal assistant devices (such as, Alexa, Siri, Google Home, Nest, etc.) are turned off and/or out of range of all confidential and private conversations taking part on behalf of SRD.

Even after the termination of employment, former employees may not disclose, use, modify, reproduce in any form or in any manner any Confidential, Proprietary and Trade Secret Information nor provide such information to any person, firm, corporation, association, or any other entity for any reason or purpose whatsoever, directly, or indirectly.

### **Return of Company Property**

All records in whatsoever medium recorded, and any and all copies thereof, relating in any way to SRD's Confidential Proprietary and Trade Secret Information which employees prepare or use or come in contact with during the course of their employment relationship, shall remain the sole property of SRD. Employees must not remove any SRD property from the premises without express permission, and must return all SRD property, upon request or termination of employment, for whatever reason, including, but not limited to, any Confidential, Proprietary and Trade Secret Information as defined above, including keys, credit cards, computers, equipment, tools and any other items of value, whether stored on personal computers or handheld electronic devices or in hard copy at a location other than SRD's offices or business locations. Upon termination or final date of employment after resignation, former employees are prohibited from logging in to any of SRD's computers, software, cameras, operating or other systems. Employees must provide all passcodes and access information to their supervisor or the general manager prior to departure on their last date of employment.

### **No Solicitation of Clients**

SRD has expended considerable resources in developing and protecting its Confidential, Proprietary and Trade Secret Information. In order to protect the use, misuse, reproduction, sale or disclosure of such information, employees may not use SRD's Confidential, Proprietary and Trade Secret Information, directly or indirectly, either for employee's own or a third party's benefit any Confidential, Proprietary and Trade Secret Information to persuade or solicit any client to cease to do business with SRD.

### **No Solicitation of Employees**

Employees are prohibited from using SRD's Confidential, Proprietary and Trade Secret Information, directly or indirectly, either on employee's own or a third party's behalf, to persuade, solicit, entice, or induce any employee to terminate their employment or engage their services for employee's own or a third party's benefit. At no time after the termination of employment, for whatever reason, will former employees be permitted to obtain or misappropriate any of SRD's Proprietary Information from any current or former company employees.

### **Non-Disclosure of Third Parties' Trade Secret Information**

Employees are prohibited from using, sharing, or disclosing any Confidential, Proprietary and Trade Secret Information belonging to a third party, including any of their former employers, business associates, or others. Employees must not disclose this information to SRD, its officers, directors, or employees so long as it remains confidential. In addition, employees must ensure that their employment with SRD does not (a) conflict with any other contractual obligations to any third party, (b) result in the misappropriation of confidential, proprietary and trade secret information of any third party, or (c) otherwise violate or interfere



with any rights of any third party. Employees agree to indemnify SRD for their breach of a third-party non-disclosure/confidentiality agreement.

### **Notice of Immunity under the Defend Trade Secrets Act of 2016**

Employees will not be criminally or civilly liable under any federal or state law for disclosing confidential trade secret information either (1) in confidence to a government official or to an attorney for the sole purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. If an employee files a lawsuit for retaliation by SRD for reporting a suspected violation of the law, the employee may disclose the trade secret to their attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the employee does not disclose the trade secret, except pursuant to a court order. If disclosure of SRD's trade secrets was not done in good faith pursuant to the above, the employee may be subject to substantial damages, including punitive damages and attorneys' fees.

### **Conflicts of Interest**

In California, employees owe SRD a fiduciary duty of loyalty, while employed by SRD (See Cal. Labor Code sections 2860 and 2863). Employees are expected to devote their best efforts, time, and attention to the performance of their work duties, and not use any opportunities for personal gain in SRD's line of business. Employees must not take on additional work when it compromises their ability to do their job.

SRD recognizes California's constitutional right to privacy that employees possess and the importance of free trade. This policy does not expressly prohibit outside employment while working for SRD, and does not prohibit employment in any way once an employee leaves SRD.

It is imperative that employees use good judgment, adhere to high ethical standards, and avoid situations that create an actual or potential conflict of interest between their personal interests and the interests of SRD. A conflict of interest always exists when an employee's loyalties or actions are divided between SRD's interests and those of a competitor, vendor, client, customer, or other party. Employees who are unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest should discuss it with the General Manager, who must approve in writing any exceptions to this policy.

While it is not feasible to describe all possible conflicts of interest that could develop, some of the more common conflicts that employees must avoid include:

1. Soliciting or accepting cash of any value, personal gifts in excess of \$500 in value, entertainment from any existing or potential competitors, clients, customer, suppliers or vendors that conduct business with SRD;
2. Accepting or performing any outside consulting work or employment with a competitor, client, customer, supplier or vendor while working with SRD without prior approval from the General Manager;
3. Supervisors who engage in any self-employment or work for any other business directly related to the business or industry which SRD is now involved or becomes involved during the term of their employment;
4. Taking a second or third job that results in diminishing, inhibiting, limiting or negatively impacting employee's ability to effectively and proficiently complete job duties for SRD and to be available during normal business hours during which employee is regularly scheduled or otherwise needed at SRD.

5. Employees who engage in any activities that conflict with their obligations to SRD;
6. Having a direct or indirect financial or ownership interest in an existing or potential competitor, client, customer, supplier or vendor, that could conflict with business decisions made on behalf of SRD;
7. Engaging in self-employment in direct competition with SRD;
8. Using SRD's Confidential, Proprietary and Trade Secret Information for personal or third-party gain;
9. Using SRD's property, time, or labor for personal or third-party use (i.e., performing work for another employer or purpose while on SRD time);
10. Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to SRD;
11. Committing or using SRD's financial resources or other forms of support to any outside activity or organization without prior approval from the employee's supervisor;
12. Developing a personal, familial, or intimate relationship with a subordinate employee of SRD or with an employee of an existing competitor, client or customer that might interfere with the exercise of impartial judgment when making decisions on behalf of SRD;
13. Working for another company where it adversely affects an employee's work schedule, attendance, performance, duties, or responsibilities for SRD.

If an employee or someone with whom an employee has a close relationship (e.g., a family member or close companion) has a financial or employment relationship with an existing or potential customer, competitor, client, or vendor with whom the employee is transacting business on behalf of SRD, the employee must disclose this fact in writing to the General Manager.

If an employee enters a personal relationship with an employee of an existing or potential competitor, client, customer, supplier, or vendor, with whom the employee is transacting business, a potential conflict of interest may exist and as such, would require full disclosure of this relationship to the General Manager.

Failure to comply with this policy, including failure to disclose any conflicts or potential conflict or to seek an exception, will result in disciplinary action, up to and including termination of employment.

Nothing in this policy should be construed as prohibiting employees from discussing the terms and conditions of their employment or engaging in concerted activities protected by the National Labor Relations Act or other laws.

### **Dress Code and Hygiene**

Employees of SRD are expected to maintain appropriate standards in clothing and appearance, as appropriate for each employee's particular job duties. Employees are expected to present themselves in neat, professional casual attire, which is appropriate for their position. Occasionally, and at the discretion of management, certain circumstances may require more professional attire.

Employees may be required to wear a face mask or covering that complies with SRD's policy as well as current federal and local guidelines.

SRD expects employees to refrain from wearing clothing that contains any language, or images which could be deemed as offensive to any reasonable person when representing SRD. Pants cannot be excessively baggy and must be in good condition, have no holes/rips/tears.. l.

Employees should pay close attention to their personal grooming and hygiene. Offensive body and mouth odors are not acceptable when working in person.

Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, employees may not be compensated for the time away from work in accordance with state and local laws.

SRD is committed to providing equal opportunity in employment and will accommodate religious dress and grooming practices provided they do not result in an undue hardship for SRD or pose a direct threat to the health and safety of themselves or others. The standards stated above will be followed regardless of race, gender, hair texture, or hairstyle. These policies will also be enforced in compliance with California's Fair Employment and Housing Act ("FEHA") and the Creating a Respectful and Open World for Natural Hair ("CROWN") Act.

### **Electronic Media**

For certain positions, SRD provides office computers, e-mail, and Internet access to assist employees in the performance of their job duties. The following guidelines have been established to help ensure responsible and productive use of the computer and e-mail systems and the Internet.

Use of the company's computers, e-mail systems and Internet access for personal purposes unrelated to work, including playing computer or digital games, watching videos, interacting with others using social media and spamming others, is prohibited and could result in disciplinary action, up to and including termination of employment. Employees are prohibited from using the company's computer and e-mail systems in any way that may be disruptive or offensive to others, including, but not limited to, the transmission, receipt, storage, or viewing of sexually explicit messages, cartoons, images, sounds, ethnic or racial slurs, or anything else that may be construed as discriminatory, harassing, disparaging or defamatory in any way.

Furthermore, employees may not use SRD computers, e-mail systems and Internet access for any illegal purpose, in violation of any company policy, in a manner contrary to the best interests of SRD, customer and/or third person, in any way that discloses any Confidential, Proprietary and Trade Secret Information of SRD, or used for personal or financial gain.

The computers, technology, equipment, and services that comprise the company's computer and e-mail systems that provide access to the Internet, remain at all times the property of SRD. All information that is composed, transmitted, accessed, or received via the company's computer, e-mail, and internet systems is considered part of the official records of SRD and as such, is subject to disclosure to SRD, law enforcement, or other third parties. Consequently, employees should always ensure that the information transmitted through and contained in the computer, e-mail, and Internet systems is accurate, appropriate, ethical, and lawful.

#### **File and Email Retention**

All SRD-related files and emails must be retained and remain accessible by management at all times. Emails and files may be moved to an archive folder as necessary. Employees who use electronic messages for SRD business, outside of the SRD provided email system, are expected to make records of the messages available to management so they remain within SRD's access and control.

Passwords and access codes are intended to prevent unauthorized access to information, but do not confer any right of privacy upon any employees. All passwords and computer access codes must be disclosed to SRD. **SRD reserves the right, in its sole discretion, without notice, to access, monitor, read or download all information composed, transmitted, accessed, or received through or stored on its computers, networks, servers and e-mail system. For this reason, employees should have no reasonable expectation of privacy when using SRD's computer, technology or systems, and anything they create, send, or receive on or through SRD property will not be private.**

From time to time, SRD may purchase or license the use of software for business purposes, without ownership of the copyright to this software or its related documentation. Unless authorized by the software developer, SRD may not have the right to reproduce such software for use on more than one computer. Employees may only use software according to the software licensing agreement. SRD prohibits the illegal duplication of software and its related documentation. Furthermore, employees may not use or install any software that has not been paid for or in violation of any licensing agreements.

Internet and e-mail users should take the necessary anti-virus precautions before downloading or copying any file from the Internet or e-mail. All downloaded files are to be checked for viruses; all compressed files are to be checked before and after decompression.

Nothing contained herein is intended to interfere with any rights granted to employees by any federal, state, or local law, including the National Labor Relations Act. To the extent any provision contained herein is inconsistent with any federal, state, or local law, SRD fully intends to comply with the law and respect the rights of its employees.

### Expense Reimbursement

When approved in advance by the General Manager, the actual costs of expenses **directly related** to SRD business (such as, travel, continuing education registration, mileage, food, lodging, etc.) will be reimbursed by SRD.

Employees whose travel plans have been approved by the General Manager, are responsible for making their own travel arrangements. If necessary, SRD may provide administrative support to assist with arrangements.

SRD has a mileage reimbursement policy provided as a supplement to this handbook. SRD reimburses at the current California mileage reimbursement amount.

Employees should submit completed travel and/or mileage expense reports **monthly or quarterly**. Reports should be accompanied by receipts for all individual expenses.

All SRD-related travel expenses that an employee will submit for reimbursement must be authorized in advance, by the General Manager. Employees should ask for guidance and assistance on procedures related to travel arrangements, travel advances, expense reports, reimbursement for specific expenses such as mileage, or any other business travel issues.

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment. Employees with questions should speak with the General Manager.

### Hiring of Relatives/Personal Relationships

Managers and supervisors who are related to another SRD employee or have an intimate personal relationship outside the workplace with a SRD employee may not work in a direct supervisory relationship with that employee or in circumstances where their working together may create a conflict of interest or other difficulties in supervision, security, safety, or morale. Managers and supervisors are prohibited from becoming romantically involved with any subordinate employee under their direct supervision or in their chain-of-command.

It is an employee's responsibility to inform the General Manager if a familial, personal, or social relationship exists that could create a conflict of interest or other difficulties in supervision, security, safety, or morale. If current employees become related by marriage or form an intimate personal relationship, it is the responsibility of the employees to advise management of the situation. SRD will evaluate each situation on an individual basis to determine whether reassignment or another work-related adjustment is appropriate. Employees may be required to complete a Consensual Relationship Agreement. Failure to notify management of such a relationship, however, may result in disciplinary action, up to and including termination of employment.

In other cases where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment, at the discretion of SRD.

If two employees enter into an intimate relationship, marry, or otherwise become related, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. SRD will attempt to identify other available positions or may reassign one or both employees. If no alternate position is available, SRD will determine which employee will remain with SRD.

For the purposes of this policy, SRD considers "a marital, familial or intimate relationship" as any relationship where persons are related by either blood or marriage, or whose relationship is similar to that of those who are related by blood or marriage, even if not actually related, but is based on an adoption, foster, step, in-law, domestic partnership or intimate relationship. These include parent, child, sibling, spouse, domestic partner, girlfriend, boyfriend, roommate, significant other, grandparent, grandchild, aunt, uncle, nephew, niece, cousin, in-laws, and other relatives.

### Open Door Policy

SRD strives to maintain open and transparent channels of communication with employees, to promptly resolve complaints, fairly evaluate employees' performance and impose disciplinary action where warranted. In order to foster a positive climate in which employees will be able to achieve their highest potential, SRD encourages employees to discuss their work-related concerns or questions about company policies and procedures with their supervisor.

### Personal Device Policy

SRD allows the use of employee's personal devices for work convenience. SRD reserves the right to revoke this privilege if users do not abide by the policies and procedures outlined below.

This policy is intended to protect the security and integrity of SRD's data and technology infrastructure as well as its proprietary information.

SRD's employees must agree to the terms and conditions set forth in this policy as well as SRD's related Technology, Trade Secret, Confidentiality policies in order to be able to use their personal devices for work purposes.

### Acceptable Use

- Acceptable business use activities are those that directly or indirectly support the business of SRD.
- SRD defines acceptable personal use on company time as reasonable and limited personal communication. (Recreational activities, reading books or game playing is to be done only while on a break or during meal periods.)
- Apps used during working hours are restricted to work-related apps.
- At SRD's discretion, employees are not permitted to access any website that might violate any other policies in this handbook such as the Policy Against Discrimination, Harassment and Retaliation during work hours or while connected to the SRD network.
- Devices may not be used at any time to:
  - Store or transmit illicit materials;
  - Harass others; or
  - Engage in outside business activities
- Employees may use their mobile device to access the following company-owned resources: email, calendars, contacts, documents, etc.
- **SRD will not tolerate talking, texting, or emailing while driving on behalf of SRD. If there is a work emergency that requires immediate attention, employees must pull over to the side of the road. Please see the Telephone Usage policy below for more information about using cell phones while driving.**
- Nothing in this policy should be construed as prohibiting employees from using their personal devices to discuss the terms and conditions of their employment or engage in concerted activities protected by the National Labor Relations Act or other laws.

### Devices and Support

- Connectivity issues are not supported by IT; employees should contact the device manufacturer or their carrier for operating system or hardware-related issues.

### Reimbursement

Employees who must use their personal cell phones for work-related calls or company business will be reimbursed for based on SRD's Cell Phone Reimbursement Policy. , For further details see the Cell Phone/Technology Benefit Policy.

### Security

- In order to prevent unauthorized access, devices must be protected with a strong password to access SRD network.
- Employees agree they will produce their personal device(s) which have been used for any work-related purposes, upon 48 hours' notice of the employer.

### Risks/Liabilities/Disclaimers

- Employees do not have a reasonable expectation of privacy on personal devices used for any work-related purposes. SRD reserves the right to inspect personal devices for legitimate business purposes.
- SRD reserves the right to disconnect devices or disable services without notification.
- Lost or stolen devices must be reported to SRD within 24 hours. Employees are responsible for notifying their mobile carrier immediately upon loss of a device.
- Employees are expected to always use their devices in an ethical manner and adhere to SRD's acceptable use policy as outlined above.
- The employee assumes full liability for risks incurred from using their own personal devices for work including, but not limited to, the partial or complete loss of Company and personal data due to an operating system crash, errors, bugs, viruses, malware, and/or other software or hardware failures, or programming errors that render the device unusable.

SRD reserves the right to take appropriate disciplinary action, up to and including termination of employment, for noncompliance with this policy.

### Personnel Information

SRD collects and maintains personnel files for each employee. Only the employee, management, payroll, governmental agencies, and any other authorized party with a verifiable need to review the employee's personnel file will have access to it. SRD may also be required to disclose information contained in an employee's personnel file if presented with a subpoena, discovery requests or other court order directing it to do so.

Because these files are the property of SRD, employees may not alter or remove any records, but employees who wish to review their own files should submit a Request to Inspect or Copy Own Payroll or Personnel Records, which can be obtained from the General Manager. Personnel records may be made available for copying or inspection by employees or their representatives within 30 calendar days of their request, unless the employee agrees to a date that is no later than 35 calendar days of receipt of their request. Employees who request photocopies of their records are responsible for the actual cost of photocopying.

Employees may not have access to confidential records contained in their personnel file including records related to an investigation, letters of reference, ratings, reports, or records that were obtained before employees' employment. SRD has the right to redact the names of any non-supervisory employee from any records made available for inspection or copying. SRD retains full time employee files permanently, and part time employee files for at least seven years.

### Employees' Duty to Report Accurate Information and Changes to Personnel Data

SRD relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented during the hiring process and throughout employment. Any misrepresentations, falsifications, or material omissions in employment records may result in termination of employment. Employees are responsible for informing the General Manager of any changes in their personnel data (including name changes, home addresses, email addresses, telephone numbers, and individuals to be contacted in the event of an emergency). If you no longer work at SRD and have a change of address that may impact receiving your W-2, it is your responsibility to inform SRD of your new address.

### Confidentiality of Medical Information

Medical information regarding employees is treated with strict confidentiality and only those with a legitimate business need to know such information will be given access. SRD will take reasonable precautions to protect such information from inappropriate disclosure and maintain the confidentiality of employee medical information. Anyone who inappropriately discloses such information will be subject to disciplinary action, up to and including termination of employment.

### Rehire Policy

On occasion, an employee may leave their employment with SRD and be rehired at a later date. Should a former employee be re-hired, they will be treated like a new employee, and the same benefits eligibility periods will apply. If an employee returns to work within a year of leaving, any Paid Sick Leave available before the employee's separation date will be reinstated.

### Smoking

In compliance with state law and in keeping with SRD's intent to provide a safe and healthy work environment, smoking is strictly prohibited on work premises, event, office and warehouse facilities, lobbies, lounges, waiting areas, elevators, stairwells, restrooms, and inside company vehicles. There are no designated smoking break or restrooms where employees are allowed to smoke. Employees must also comply with any rules on non-smoking areas established by the building owners and property managers around the building entrances. The ban against smoking in the workplace includes cigarettes, cigars, pipes, e-cigarettes, marijuana, and other nicotine or marijuana related delivery devices such as vaporizers. Employees who smoke must wash their hands immediately after smoking and are to ensure that the smell of smoke does not linger.

Employees should be courteous and concerned about the needs of fellow employees and others. Employees may only smoke during their rest breaks or meal periods. **Marijuana smoking/consumption or vaping is strictly prohibited during workdays, even during breaks.**

### Social Networking, Personal Website, and Blog Guidelines

SRD recognizes that many employees have personal blogs and participate in other online conversations and social media sites (such as, Facebook®, Instagram®, Snapchat®, Twitter®, Google+®, LinkedIn®, YouTube®, etc.). SRD respects the legal rights of its employees and understands that employees' time outside of work is their own. However, social media activity may affect an employee's job performance, the performance of co-workers, and SRD's business interests. This policy provides guidance on responsible social media activity by employees.

#### Application

This policy applies to all employees' social media activity when it identifies an employee's affiliation with SRD (other than as an incidental mention of place of employment in personal social media activity unrelated to SRD) or relates in any way to SRD's business, employees, clients, investors, vendors, or competitors.

#### Scope

This policy applies to social media activity, while using SRD's resources or personal electronic resources while on duty, and whether or not the employee posts anonymously or uses a pseudonym. Unless specifically authorized, employees should refrain from using SRD's Technology Resources to engage in their personal



social media activity (including logging on their personal social media accounts) during work time. Nothing in this policy should be construed as prohibiting employees from using social media to discuss the terms and conditions of their employment or engage in concerted activities protected by the National Labor Relations Act or other laws.

### **“Social Media Activity” Defined**

For purposes of this policy, social media activity includes all types of postings on the Internet, including but not limited to, postings on social networking sites (such as Facebook®, Google+®, or LinkedIn®); blogs and other on-line journals and diaries; bulletin boards and chat rooms; micro blogging, such as Twitter®, Instagram®, Snapchat®, etc.; and postings of video or audio on media-sharing sites, such as YouTube®, or TikTok®. “Social media activity” also includes permitting, or failing to remove, posts by others where the employee can control the content of postings, such as on a personal page or blog.

Employees who engage in social media activity should be aware of the potential impact of their postings on other employees and SRD’s business relationships. These guidelines apply when employees’ social media activity relates in any way to SRD’s business, employees, clients, investors, vendors, or competitors. This policy does not and cannot cover every possible social media activity. For this reason, SRD relies on the professionalism and judgment of its employees to ensure that social media activity is undertaken responsibly and respectfully.

SRD values its established brand reputation, goodwill, and business relationships. Employees may not engage in social media activity that identifies themselves as a SRD employee, or as a person who in any way relates to SRD, without authorized consent of the General Manager. Employees should bear that in mind and consider using available privacy filters or settings to block any inappropriate, unlawful, or private information about the employee or others from being viewed by co-workers, clients, investors, vendors, or competitors who may have access to an employee’s social media activity.

1. Employees’ social media activity is subject to all of SRD’s workplace policies. Employees must avoid posting anything that would violate workplace policies.
2. Employees should not disclose any Confidential, Proprietary or Trade Secret Information belonging to SRD, its clients or any third parties associated with SRD. Employees who have received such information about SRD or third parties that is not known by the general public, or is subject to a Non-Disclosure Agreement, must not include such information in any social media content. Any questions about whether such information is confidential in nature should be directed to the employee’s supervisor for express clearance and approval before disclosure of such information.
3. Employees should not use social media, blogs, emails, or text messages in order to threaten, defame, disparage, harass, bully or discriminate against co-workers, clients or vendors or third parties with whom SRD does business, regardless of whether they use their real names, post anonymously or use a pseudonym.
4. Employees who use SRD’s Technology Resources (including computers, laptops, and cell phones) to access social media for discriminatory, harassing, bullying, hostile or obscene reasons, or to threaten violence against or to seek to intimidate any individual or groups of individuals, or otherwise in violation of SRD workplace policies against co-workers, SRD, or SRD’s clients or customers may be subject to disciplinary action, up to and including termination.
5. Employees should not disclose their employment by SRD if their social media activity expresses opinions, beliefs, findings, or experiences concerning SRD’s confidential business. Employees should make it clear to readers that the views expressed in any posting are their own and do not reflect the

views of SRD. If that is not obvious from a post, an employee should specifically state: “The views expressed in this post are my own. They have not been reviewed or approved by SRD.”

6. Employees should not make any intentionally false statements about SRD or its competitors and their services, as SRD does not support false or misleading statements or comparisons. Employees should only make factual statements about the characteristics or qualities of services that they know to be true and can be verified. Even if employees do not expressly state facts in their posts, this policy applies to both expressed and implied messages.
7. Employees should not use SRD’s logo, trademark or proprietary graphics, photographs or video of SRD’s premises, processes, operations, or services in a way that would suggest that they are representing SRD without prior written approval from the General Manager.
8. Employees should not disclose personally identifiable information (such as Social Security numbers or driver’s license numbers, or credit or debit card numbers or financial account numbers) of SRD’s employees, clients, investors, vendors, or competitors.
9. Employees should not post images or videos of SRD’s employees, clients, investors, vendors, or competitors without their prior permission to avoid any claim of violation of third parties’ rights to privacy.
10. To ensure that SRD communicates with the media in a consistent, timely and professional manner about matters related to SRD, employees should speak to the General Manager before responding to any media inquiry about their social media activity that is related to SRD’s business or employees.
11. Supervisory employees should refrain from engaging with subordinate employees on social media and must not request the passwords or attempt to gain access to the personal social media account of any employees. Employees are under no obligation to invite or allow a supervisor or manager to be a “friend” or connection on any personal social media networks and may reject, without fear of retaliation, a request from other employees that would permit access to a restricted social media account.
12. Employees may not use an SRD sponsored site to solicit or promote personal businesses or any organization, including but not limited to outside business ventures, charities, political campaigns, religious groups, or other membership organizations. Use of any site to solicit or promote SRD’s activities requires the prior approval of the General Manager .
13. Employees may not use their SRD email address to register for any personal or non-work-related social media account or site, or as an identifier needed to participate in any personal or non-work-related social media activity.
14. Employees should use only social media channels approved for official business use by SRD and not personal social media sites or accounts to conduct SRD business. Without prior approval from a supervisor, social media should not be used to arrange business meetings or communicate with clients about specific transactions or SRD’s business.

Nothing in this policy should be construed as prohibiting employees from using social media to discuss the terms and conditions of their employment or engage in concerted activities protected by the National Labor Relations Act or other laws. Further, notwithstanding the foregoing, the policy does not, in any way, restrict or limit an employee’s ability to disclose facts relating to certain claims for sexual harassment in the workplace, testify truthfully in any public forum, exercise any protected rights, or comply with any applicable law or valid order of a court of competent jurisdiction or an authorized government agency.

All requests for references or recommendations received through social media activity, including LinkedIn must be handled in accordance with SRD’s policy on responding to employment reference requests and will

not be part of SRD's formal performance evaluation process.

### **Solicitations**

This policy covers the solicitation for and distribution of information about any social, political, fraternal, or other organization or cause. SRD recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities in at SRD. "Canvassing of employees for tickets, raffle chances, sales of any sort or similar soliciting is prohibited. In addition, the posting of written solicitations on company premises is restricted.

If an employee has a non-political, non-sales, non-religious message of general interest to the workplace, they may submit it to the General Manager for prior approval before dissemination or posting.

### **Telephone Usage**

Excessive personal device use during the workday can interfere with productivity and be distracting to others. Personal calls and texts should be made during non-working time, rest breaks or meal periods, unless dealing with an emergency, in which case employees should notify their supervisor or the GM.

#### **Cellular Phones**

SRD will not be liable for the loss of personal cellular phones brought into the workplace.

#### **Use of Cell Phones While Driving**

Except for emergency situations, while driving for work-related reasons, employees are prohibited from sending or receiving telephone calls, reading, or sending text messages, using cellular phones or electronic wireless communications devices (mobile, handheld or radio communication devices, laptop computer with mobile data access, a pager, or a two-way messaging device). Under no circumstances, may employees drive a motor vehicle for work-related reasons while holding and operating a handheld wireless telephone or an electronic wireless communications device, unless it is an emergency circumstance and the wireless telephone or electronic wireless communications device is specifically designed and configured to allow voice-operated and hands-free operation, and it is used in that manner while driving. Under California law, a handheld wireless telephone or electronic wireless communications device may only be operated using the driver's hand if both of the following conditions are satisfied:

1. The handheld wireless telephone or electronic wireless communications device is mounted on a vehicle's windshield in the same manner a portable Global Positioning System (GPS) is mounted on or affixed to a vehicle's dashboard or center console in a manner that does not hinder the driver's view of the road.
2. The driver's hand is used to activate or deactivate a feature or function of the handheld wireless telephone or wireless communications device with the motion of a single swipe or tap of the driver's finger.

Any employee who violates this policy or applicable laws while driving and operating a wireless device or phone shall be responsible for the payment of any penalties or fines issued and damages as a result of any accident caused by the employee, and may also be subject to disciplinary action, up to and including termination of employment.

### **Company Phone and Voicemail Systems**

The telephone and voicemail systems should be utilized for business purposes only. The telephone and voicemail systems remain at all times the property of SRD, which reserves the right, in its sole discretion, without notice, to access and delete any messages stored on these systems.

To ensure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner.

A violation of this policy will result in disciplinary action, up to and including termination of employment.

# Section 5

### Communicable Disease and Outbreak Policy

Our top priority at SRD is to ensure the health and safety of our employees and patrons. With that in mind, we are providing the following policy regarding communicable diseases.

SRD will take proactive steps to protect the workplace and our employees in the event of an infectious disease outbreak. It is the goal of SRD to maintain effective operations and ensure employees are safe in the workplace. The required signage will be posted at all points of entry.

Be advised that the policies related to COVID-19 are subject to change to align with the CDC and other federal, state, and local guidance.

Employees who experience any of the following circumstances must report it to their supervisor or the General Manager as soon as possible but not later than 24 hours:

- (a) is diagnosed with a communicable illness such as COVID-19, Mononucleosis or SARS (Severe Acute Respiratory Syndrome),
- (b) believes they may have been exposed to a person who is COVID-19 positive,
- (c) is experiencing COVID-19 symptoms per the CDC (which list is subject to change), such as fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting and diarrhea, or
- (d) is caring for someone who has been diagnosed with COVID-19 or another communicable illness.

### Preventing the Spread of Infection in the Workplace

SRD will strive to provide a clean workplace, including regular cleaning and disinfecting of objects and areas that are frequently used, such as bathrooms, breakrooms, conference rooms, door handles and railings. SRD has appointed a Safety Coordinator to ensure that proper sanitation measures are being carried out. Additional cleaning supplies, disinfectants and hand sanitizer are available to all employees.

SRD's Safety Coordinator will monitor ongoing updates surrounding a communicable disease outbreak, as well as draft company protocols and guidelines which promote safety in the workplace.

We ask all employees to continue to cooperate in taking steps to reduce the transmission of infectious disease in the workplace. Employees with questions or concerns about safety in the workplace should speak with their supervisor or the General Manager.

When an employee tests positive for COVID-19, SRD will distribute the required General Advisory Notices to all employees at the affected worksite. Additionally, SRD will notify potentially exposed employees within one (1) business day via email or text. The notification will include the date(s) and general location of exposure, contact information for requests regarding available benefits and SRD's disinfection plan.

### Social Distancing Guidelines in the Workplace

In the event of a communicable disease outbreak, employees are requested to:

- If face-to-face meetings are necessary, minimize meeting times, provide proper distancing; avoid person-to-person contact such as shaking hands.
- 
- Avoid unnecessary gatherings in common spaces.
- Limit the sharing tools, equipment, and supplies.
- Frequently wash hands and use hand sanitizer or sanitizing wipes.

- Clean and disinfect high touch surfaces regularly.
- Wear a face covering or mask that complies with SRD's policy as well as current federal and local guidelines when onsite.

### Staying Home When Sick

SRD provides paid sick time and other leaves of absence to support employees who are unable to work due to illness. **It is critical that employees do not report to work while they are sick and/or experiencing symptoms of the illness.** Employees who report to work sick will be sent home in accordance with the Center for Disease Control's (CDC) guidelines. Employees should refer to SRD's sick leave policy for specific guidelines. Unless otherwise indicated, SRD's normal attendance and sick time and vacation time leave policies remain in effect.

### Returning to Work

Employees returning to work after a diagnosis or an order or request to self-isolate, must follow CDC, public health department or personalized medical guidance, and report the return to work to the General Manager.

### Confidentiality of Medical Information

SRD treats medical information as a confidential medical record. This information will be kept confidential to the extent reasonably possible but full confidentiality cannot be guaranteed under these circumstances. Disclosure of medical information is limited as governed by law.

Employees should report policy and protocol violations to the General Manager. Together, we can work toward establishing a safe and healthy work environment for all.

## COVID-19 Testing

### Close Contact Testing Requirements

In events of "Close Contact" at work with someone who has tested positive with COVID-19, SRD will make available at no cost to employees

Employees must take COVID-19 tests in a timely manner, to ensure SRD's receipt of test results in advance of the workday. A pattern of repeatedly submitting untimely COVID-19 test results adversely affects the rest of the staff. SRD will evaluate on a case-by-case basis appropriate consequences for repeated instances of a late COVID-19 test submission. Employees who do not provide test results by the start of their workday should not attend work in person.

The term "Close Contact" is currently defined for smaller spaces (less than 400,000 sq. ft.) as sharing the same airspace for 15 minutes in a 24-hour period, regardless of distance, from an infected person and for larger spaces (400,000 sq. ft. and over) as an employee who was within 6 feet of a COVID-19 case for a cumulative total of 15 minutes within any 24-hour period.

Indoor offices or spaces that are separated by floor-to-ceiling walls (e.g., single offices, suites, rooms, waiting areas, bathrooms, or break or eating areas) are considered distinct indoor airspaces and are most likely under 400,000 cubic feet.

SRD is not required to offer COVID-19 testing to employees who are symptom free and have returned to work after recent recovery (within 90 days or less) of COVID-19.

### Outbreak Testing Requirements

In the event of an “outbreak” (three (3) or more COVID-19 cases within a 14-day period) or a major outbreak (20 or more cases in a 30-day period) among employees in an "exposed group", SRD will make available at no cost, during paid time, periodic (at least weekly for outbreaks or twice weekly for major outbreaks) COVID-19 testing to all employees, until the workplace no longer qualifies as an outbreak.

SRD is not required to offer COVID-19 testing to employees who are symptom free and have returned to work after recent recovery (within 90 days or less) of COVID-19 or for those employees who were not at work during the relevant period.

### Free Testing Resources

Employees can find COVID-19 testing options at the following online resources:

California Department of Public Health:

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Testing.aspx>

National Association of County and City Health Officials:

<https://www.naccho.org/membership/lhd-directory?searchType=standard&lhd-state=CA#card-filter>

### Driving Safety

Employees who drive their own vehicles for company business are responsible for the safe operation and cleanliness of the vehicle and must adhere to and observe any state and local laws. The safety and well-being of our employees is of critical importance to SRD. We therefore each have a responsibility to not only protect ourselves when on the road but also should do our part to protect those around us.

Employees who are required to drive on company business will be expected to consistently follow all the safety procedures below.

1. All employees are expected to wear seat belts at all times while in a moving vehicle being used for company business, whether they are the driver or a passenger.
2. Use of handheld devices, whether personal or company-owned, while behind the wheel of a moving vehicle is strictly prohibited. This includes the use for making or receiving phone calls, sending, or receiving text messages or e-mails, and downloading information from the web. If an employee needs to engage in any of these activities while driving, they must pull over to a safe location and stop the vehicle before using any device.
3. Employees are permitted and encouraged to communicate to co-workers, clients, associates, and business partners of the policy as an explanation as to why calls may not be returned immediately.
4. Although use of cell phones under any circumstances is strongly discouraged while driving, the use of hands-free technology may be warranted in emergency circumstances only.
5. The use of other handheld electronic devices, such as iPads, iPods, laptops, electronic readers, and the like are strictly prohibited while driving a vehicle on company business.
6. Engaging in other distracting activities including, but not limited to, eating, putting on makeup, or reading, is strongly discouraged while driving, even when in slow-moving traffic.
7. The use of alcohol, drugs, or other substances including certain over-the-counter cold or allergy medications that in any way impair driving ability is prohibited.



8. All employees are expected to follow all driving laws and safety rules, such as adherence to posted speed limits and directional signs, use of turn signals, and avoidance of confrontational or offensive behavior while driving.
9. Employees should never allow anyone to ride in any part of the vehicle not specifically intended for passenger use and/or any seat that does not include a working seat belt.
10. Employees must promptly report any accidents to local law enforcement as well as to SRD in accordance with established procedures. Employees should request and obtain a police report and police investigation at the scene of the accident.
11. Employees are also required to report any moving or parking violations received while driving on company business. Employees are responsible for payment of any moving and parking violations and fines that may result when driving for business.
12. Any driver who drives for company business must have a current insurance policy as a term and condition of continuing employment in positions that require driving.
13. Employees must provide signed authorization for SRD to access the employee's driver's license record through the DMV Employer Pull Notice Program.

Employees are not to drive a personal vehicle for company business unless authorized to do so. If the job requires an employee to drive for company business, the employee shall be required to submit proof of a current and valid state driver's license.

### **Drug and Alcohol-Free Work Environment**

SRD is committed to maintaining a safe and healthy work environment for its employees and believes that employees' use or possession of drugs and alcohol in the work environment may endanger the health and safety of its employees and compromise its business interests. Alcohol and substance abuse while working can also cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for co-workers, behavior that disrupts other employees, and inferior quality in products or service.

To discourage drug or alcohol abuse by its employees and further its interest in avoiding accidents, maintaining safe and efficient working conditions for its employees, protecting its business, property, equipment, and operations, SRD has established this policy concerning the use of alcohol and drugs. As a condition of continued employment with SRD, each employee must abide by this policy.

*For purposes of this policy:*

1. "Illegal drugs or other controlled substances" means any drug or substance that (a) is not legally obtainable; or (b) is legally obtainable but has not been legally obtained; or (c) has been legally obtained but is being sold or distributed unlawfully; or (d) psycho-active marijuana, even if prescribed by a physician.
2. "Legal drug" means any drug, including any prescription drug or over-the-counter drug, that has been legally obtained and that is not unlawfully sold, distributed, or used.
3. "Abuse of any legal drug" means the use of any legal drug (a) for any purpose other than the purpose for which it was prescribed or manufactured; or (b) in a quantity, frequency, or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.
4. "Possession" means that an employee has the substance on their person or otherwise under their control.

5. "Reasonable suspicion" includes:

- Observation of drug and/or alcohol use or possession;
- Physical symptoms of drug and/or alcohol use, including bloodshot eyes, tremors, excessive giddiness, unexplained periods of exhilaration and excitement, and pupils that are larger or smaller than usual;
- Disheveled appearance, slurred speech, swaying, uncoordinated movement, breath odor, a change in attendance or work performance;
- Job-related accident resulting in property damage or physical injury, where there are other objective observations that support a suspicion of drug or alcohol use;
- Evidence that a previous drug test was tampered with; or
- Information provided to management by an employee, law enforcement, security personnel, or other persons believed to be reliable.

### Prohibited Conduct

A. **Scope** – The policy applies whenever an employee’s drug or alcohol use may adversely affect SRD’s interests by:

1. Endangering the health or safety of the employee or others;
2. Posing a risk or damage to SRD’s property or equipment;
3. Interfering with employee’s own or others’ job performance; or
4. Impeding the safe and efficient operation of SRD’s business.

This policy is not limited to employee conduct on the work premises or facilities, but also covers activities that occur:

1. While an employee is conducting or performing work on behalf of SRD, regardless of location, even if it is off work premises; or
2. In any work-related setting outside of the workplace, such as business-related trips, meetings, or video conferences; or
3. While an employee is responsible for the operation, custody or care of facilities, equipment, property, or vehicles owned or leased by SRD.

B. **Alcohol, Psycho-Active Marijuana, and Illegal Drugs** – No employee may use, abuse, possess, transfer, share, distribute, manufacture, or sell any illegal drugs, controlled substances, psycho-active marijuana, or alcohol, during working hours, on work premises, while conducting business for SRD or in any manner inconsistent with the law.

C. **Use of Legal Drugs** – The purchase, sale, use, manufacture, distribution, possession, or abuse of any legal prescription drug, that endangers the employee or others or is in any manner inconsistent with law is strictly prohibited and may result in termination of employment.

In addition, the purchase, sale, use, manufacture, distribution, possession, or abuse of marijuana, is prohibited during working hours and on SRD property. Where do we put something about ‘employees may not come to work smelling like marijuana or alcohol’?

Employees who are using prescription or over-the-counter drugs that may impair their ability to safely perform the job or affects the safety of themselves or others, must submit a physician’s statement that the prescription drug use will not affect job safety. Nothing in this policy is intended to diminish SRD’s

commitment to employ or reasonably accommodate a qualified individual with a disability who must take prescription drugs because of a medical condition.

### **Disciplinary Action**

When management has reasonable suspicion to believe that an employee is working in violation of this policy, prompt action will be taken, up to and including termination of employment.

A violation of this policy can be found even if the conduct at issue does not violate any laws, or the employee is not criminally prosecuted or convicted for such conduct. Conviction for the illegal use, sale or possession of narcotics, drugs, controlled substances, prescription drugs, or psycho-active marijuana, off duty or off the work premises or working under the influence of alcohol or illegal drugs may result in termination of employment.

SRD may provide alcohol for consumption at certain work events. Employees are expected to remain responsible, professional, and safe at all times. The reasonable consumption of alcohol at these events does not violate this policy.

### **Face Coverings**

SRD provides, at no cost to employees, face coverings for all employees, regardless of vaccination status. Employees may request a face covering from SRD and wear it without fear of retaliation. Employees may voluntarily wear a face covering at their choosing unless it would create a safety hazard, such as interfering with the safe operation of equipment.

Employees returning to work after having tested positive for COVID-19 will be required to mask in accordance with COVID-19 permanent regulations.

### **Inspections and Searches on Company Premises**

SRD provides its employees with the use of equipment, property and facilities that are necessary for the performance of their work. All offices, work areas, furniture, desks, file cabinets, files, computer disks and files, and other storage devices for employees, remain the property of SRD.

Employee privacy rights do not extend to work-related conduct or the use of work areas, furniture, or storage compartments, or any other SRD property. Employees must obtain prior written authorization from SRD before any company property is removed from the premises. Employees who willfully lose or damage SRD's equipment or property may be responsible for reimbursing SRD for the actual cost or replacement value of the item.

Employees may be requested to empty out their pockets, bags, and other belongings if SRD reasonably suspects that they have violated workplace policies, applicable laws, or committed a crime. Searches and inspections may include, but are not limited to employees' desks, lockers, company computers, company email, employee lunch containers, purses, baggage, and any personal property stored at SRD. Employees who refuse to submit to such an investigation or search may be subject to disciplinary action, up to and including termination of employment.

### Safety

Safety is a joint venture between employees and SRD and is of utmost importance. We aspire to provide a clean, hazard free, healthy, and safe work environment, and have established an Injury and Illness Prevention Program (“IIPP”) including a Safety Communication Program (“HAZCOM Program”) to prevent personal injury to employees and damage to company property that may result from a potentially unsafe or violent situation. The IIPP contains procedures for:

1. Identifying and evaluating workplace hazards;
2. Periodic inspections to identify any unsafe work conditions;
3. Procedures for effective communication about associated hazards of certain substances in the workplace, and the control of these hazards; and
4. Intruders in the workplace, incidents of violence, fire procedures, earthquake procedures, etc.

A complete copy of the IIPP is kept by the Safety Coordinator and is available for review.

SRD maintains posters on workplace safety that contain information about employees’ rights to a safe and healthy workplace. SRD also provides information to employees about workplace safety and health issues through regular staff meetings, periodic bulletin board postings, memoranda, and other written communications. Every employee will receive health and safety training as part of SRD’s IIPP.

To ensure a safe work environment, employees must follow the rules outlined in the IIPP at all times. All reports of unsafe working conditions will be taken seriously and will be investigated promptly and thoroughly. Any employee, who engages in unsafe work practices, disregards safety rules and requirements or fails to report or remedy an unsafe condition will be subject to disciplinary action, even if the conduct is not sufficiently serious to constitute a violation of any health and safety laws.

Each employee is expected to obey the safety rules, wear required personal protective equipment (PPE), assist in maintaining a hazard-free environment, and must immediately report any injuries or safety hazards to their supervisor, or the Safety Coordinator. **SRD will not tolerate retaliation against or intimidation of any employee who makes a legitimate report concerning workplace safety or participates in an investigation of such a complaint.**

In compliance with Proposition 65, SRD will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity. Employees will be instructed on general safe work practices with specific instructions with respect to hazards unique to employees’ job assignments. It is each employee’s responsibility to learn the location of all safety and emergency equipment, as well as the appropriate safety contact phone numbers.

Although the Safety Coordinator is responsible for implementing, administering, monitoring, and evaluating the IIPP, the success of each of the programs depends on the commitment of all employees. SRD recognizes that some of the best safety improvement ideas come from employees and encourages employees who have ideas, concerns, or suggestions for improved safety in the workplace to share them with their supervisor, or the Safety Coordinator.

### Personal Protective Equipment (PPE) and Training

SRD requires employees to wear certain PPE at all times to prevent the spread of illness and to protect the safety of our employees and patrons. Employees will be provided with the required PPE as needed. If replacements are needed, employees should speak with their supervisor or the General Manager.

The employee's supervisor will provide training on the proper use, care, maintenance, limitations, and disposal of the required PPE. SRD has workplace protocols in place to prevent or reduce the likelihood of exposure to COVID-19.

Employees with any questions should speak with their supervisor or the General Manager.

### Standard Emergency Procedures for All Emergencies

1. In the event of a life-threatening emergency (i.e., medical emergency and/or fire) contact Emergency Medical Services (EMS), Police and/or Fire **(9-1-1)**, then contact your direct supervisor.
2. In case of an emergency, employees' first priority should be their own safety.
3. Prior to an emergency, understand your workplace safety procedures, exit routes, and ensure to be aware of your surroundings.

### What is An Emergency

Contact your supervisor **after** contacting 911 if there is an employee and/or patron injury requiring care. It can be difficult at times to decide what is and/or is not an emergency. If an individual does not want advance care, they will have the opportunity to refuse care once EMS has arrived.

Examples of when to contact EMS (911) for medical treatment include but are not limited to – CODE RED:

- Contact EMS immediately e.g.: difficulty breathing, head/neck/back injury, seizure, suspected stroke/heart attack, allergic reaction, severe bleeding etc.
- Factors to consider: This would be a situation where further medical attention is likely necessary. The decision whether to contact EMS will be based on the victim's age, other conditions, state of mind, ability to safely reach advanced care without further aid e.g.: sprained ankle, wound over 1" long, broken bone, etc.
- No contact needed: This is an incident that requires only minor medical attention, e.g.: band-aid.

Do not move victim unless absolutely necessary. In case of rendering assistance to personnel exposed to hazardous materials, wear the appropriate personal protective equipment, and speak to a professional immediately.

### Fire Emergency

When fire is discovered:

- Call 911
- Text staff 911 emergency
- Locate the nearest fire extinguisher
- If the fire alarm is not available, notify the site personnel about the fire emergency
- Alert people in the immediate vicinity to evacuate to safest designated area
- Never breath smoke from the fire, stay low and crawl, if necessary, do NOT reenter the area, if a life may be in jeopardy notify a professional and let them enter with proper equipment

Upon being notified about the fire emergency, occupants must:

- Leave the building using the designated escape routes
- Assemble in the designated area (specify location)
- Remain outside until the competent authority announces that it is safe to re-enter

### Emergency Procedures During Intruder Situation

Dangerous intruder situations are unpredictable and may evolve quickly before law enforcement can arrive on the scene. Employees should prepare both mentally and physically to navigate dangerous situations. Evacuation may be one option, if there is an accessible escape path.

In an emergency intruder and evacuation, be sure to:

1. Leave your belongings behind (take cell phone and keys only if easily accessible)
2. Help others escape, if possible
3. Follow the instructions of any police officers
4. Call 911 when you are safe
5. Text group chat: CODE BLACK

### Employees' Rights in Emergencies

During emergency conditions, SRD will not take or threaten to take adverse action against any employee for refusing to report to, or leaving, a work location within the affected area because the employee has a reasonable belief that the work location is unsafe. SRD will not prevent any employee from accessing their mobile device to seek emergency assistance, assess the safety of the situation, or communicate to confirm their safety. Variations from this policy will be communicated as needed due to specific position requirements. Employees with questions should speak with the General Manager.

“Emergency condition” means either:

1. Conditions of disaster or extreme peril to the safety of person(s) or property at the work location caused by natural forces or a criminal act.
2. An order to evacuate a work location, an employee’s home, or the school of an employee’s child(ren) due to natural disaster or a criminal act.
3. “Emergency condition” does not include a health pandemic.

### Security

SRD requires that employees be alert to security risks and follow these rules at all times:

1. Immediately notify management of suspicious persons, or persons acting in a suspicious manner, in or around work premises.
2. Immediately notify management of the loss of keys or any personal device with company information.
3. Do not lend keys or identifications badges to anyone who is not authorized to possess them.
4. Do not disclose computer passwords, electronic door codes, or any other security access information to any unauthorized personnel.
5. To deter theft or damage to personal property, employees should refrain from bringing any personal items into the workplace, as SRD is not responsible for the damage, loss or theft of personal items left unattended.
6. Employees who expect to work past assigned hours must obtain approval before any overtime is worked.
7. An employee who is the last to leave the workplace for the evening is responsible for following SRD procedures for shutting down and locking the workplace.

### Weapon-Free Workplace Policy

#### Purpose

To ensure that SRD maintains a workplace safe and free of violence for all employees, patrons, and visitors, SRD prohibits the possession or use of dangerous weapons on company property. SRD has zero tolerance for, and forbids the possession of any type of weapon, firearm, explosive and/or ammunition while on company property or conducting business on behalf of SRD.

#### Persons Covered

All SRD employees are subject to this provision, including contract workers and temporary employees as well as patrons, and visitors. **A license to carry the weapon does not supersede SRD policy.** Any employee in violation of this policy will be subject to disciplinary action, up to and including termination of employment.

Employees are not permitted to carry (either openly or in a concealed manner) any firearms while on the company premises, while at client work locations on company business, while in company vehicles, or while acting as a company representative at any work-related activities, meetings, or functions. This prohibition against the possession or carrying of firearms applies even if the employee is licensed to carry a concealed handgun or to openly carry a handgun by the state of Texas. Employees are permitted to transport and store in a safe and discreet manner a legal firearm and ammunition in a personal vehicle while the vehicle is in the employee parking area. This policy is intended to comply with all applicable state laws concerning employee rights to possess and carry firearms and shall be interpreted and enforced accordingly.

#### Definitions

“Company property” is defined as all company-owned or leased buildings, facilities, and surrounding areas such as sidewalks, walkways, driveways and parking lots under SRD’s ownership or control. This policy applies to all company-provided vehicles and/or equipment. SRD strictly prohibits the carrying or possession of any weapon, including in any vehicle parked on SRD property.

“Dangerous weapons” include firearms, explosives, knives, and other weapons that might be considered dangerous or that could cause harm. Employees are responsible for making sure that any item possessed by the employee is not prohibited by this policy.

#### Searches of Personal Property

SRD reserves the right at any time and at its discretion to search all company-owned or leased vehicles, packages, containers, briefcases, purses, lockers, desks, enclosures, and persons entering its property, for the purpose of determining whether any weapon is being, or has been, brought onto its property or premises in violation of this policy. Employees who fail or refuse to promptly permit a search under this policy will be subject to disciplinary action up to and including termination of employment.

#### Enforcement

Employees share the responsibility of identifying violators of this policy. Employees who either witness or suspect another individual of violating this policy should immediately report this information to the General Manager. Employees with questions and/or concerns should speak with the General Manager.

## **Whistleblower Protection and Policy Against Retaliation**

SRD strictly prohibits discrimination, harassment and/or retaliation or any adverse action taken against an employee, or a family member of an employee employed by SRD based on the belief that the employee reported or might report suspected illegal or unethical behavior or engaged in the following whistle-blowing activities.

Protection under this policy applies regardless of whether reporting such information is within the scope of the employee's job duties. An employee who refuses to participate in activities that would violate a local, state, or federal law, rule, or regulation, is also protected from retaliation.

SRD will not tolerate retaliation taken against an employee for actions including but not limited to:

1. Reporting reasonably believed violations of local, state, or federal laws, rules, or regulations (including violations of health and safety laws or wage and hour laws) to:
  - a. a government or law enforcement agency
  - b. a person with authority over the employee or to another employee with the authority to investigate, discover, or correct the reported violation
  - c. any public body conducting an investigation, hearing, or inquiry, before which an employee may also testify without fear of retaliation
2. Filing a bona fide complaint or claim with the Labor Commissioner for unpaid wages;
3. Testifying in a proceeding on behalf of themselves or others in such forums;
4. Refusing to participate in activities that would result in a violation of a local, state, or federal law, rule, or regulation;
5. Reporting workplace harassment, discrimination, or violation of any Company policy, including when the employee:
  - a. is the victim or a family member of the victim,
  - b. assists another employee or applicant in making a complaint, or
  - c. cooperates with or participates in an investigation of a complaint.

Any employee who experiences or witnesses any conduct they believe violates this policy should immediately report the matter according to the chain of command within the Internal Complaint Procedure handbook policy. Additionally, employees may contact the California State Attorney General's Whistleblower Hotline.

Each complaint will be taken seriously and will receive a prompt response, investigation. SRD has established a complaint process that ensures that each complaint is treated confidentially to the extent possible in order for qualified personnel to conduct a prompt, thorough, fair and impartial investigation, document and track progress, and take appropriate corrective action. If any violation of this policy is found to have occurred, even where the conduct does not violate any laws prohibiting discrimination, harassment or retaliation, immediate disciplinary action may be taken, up to and including termination of employment.

## **Workplace Video Monitoring**

In an effort to increase employee safety and security, customer satisfaction, and protect company property, SRD has implemented workplace video monitoring in our physical work locations. Monitoring may also be



used to identify and correct performance problems and to determine compliance with SRD's policies and procedures.

Signs will be posted in areas subject to video surveillance. Those areas may include but are not limited to: inside and outside the facility. Employees should have no expectation of privacy in common areas throughout the facility.

SRD is sensitive to and will remain respectful of employees' privacy rights. Therefore, employee privacy will be protected in certain sensitive areas of the workplace, and there will not be any video surveillance in these areas. These areas include restrooms, designated employee break areas, locker rooms, lactation break areas, or any room designated by the employer for changing clothes.

Tampering with, or use of, monitoring devices for private purposes is strictly prohibited and the disclosure or misuse of this information may result in disciplinary action, up to and including termination of employment.

### **Workplace Violence and Abusive Conduct (Bullying) Policy**

#### **Bullying**

In addition to SRD's Anti-harassment, Discrimination, and Retaliation policy, SRD prohibits workplace bullying or abusive conduct. Bullying or abusive conduct is defined as conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct, cyber bullying via social media websites or elsewhere on the internet, that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act shall not constitute abusive conduct, unless especially severe and egregious.

Some examples of workplace bullying include repeated acts such as: being treated differently than the rest of an employee's work group; being the target of cussing or disrespectful language; exclusion or social isolation; being the target of shouting or other behavior intended to humiliate the employee; and excessive "prank" jokes or teasing of an employee.

SRD considers workplace bullying and abusive conduct unacceptable and will not tolerate it under any circumstances. Managers and supervisors assume the responsibility to ensure employees are not abused or bullied. Any employee who abuses or bullies a co-worker will be subject to disciplinary action, up to and including termination of employment.

SRD encourages all employees to report workplace abuse or bullying to a supervisor or manager with whom employees are comfortable speaking, or directly to employee's supervisor or manager. All supervisors and managers are required to report complaints of abuse or bullying to the General Manager. All complaints of workplace abuse or bullying will be treated seriously and investigated promptly. In the investigation process, the Company will attempt to maintain confidentiality to the fullest extent possible.

It is a violation of SRD policy to retaliate or otherwise victimize an employee who makes a complaint or a witness who serves in the investigation of the workplace abuse or bullying allegation. Because bystanders can encourage bullying, SRD also prohibits both active and passive support for acts of bullying. Employees

should report any instances of bullying to management. Employees who engage in or condone bullying will be subject to appropriate disciplinary action, up to and including termination of employment.

### Workplace Violence

SRD strictly prohibits violent or threatening behavior. To prevent workplace violence, SRD reserves the right to deal with behavior that suggests a propensity towards violence even before the occurrence of any violent behavior. This policy applies to all SRD's managers, supervisors, employees, customers, vendors, applicants, and independent contractors; at all SRD locations; SRD sponsored social or other events; as well as activities at which an employee represents SRD.

### Prohibited Conduct

Conduct prohibited by this policy, includes but is not limited to:

1. Threats of any kind;
2. Intimidating, menacing, hostile, physically aggressive, or violent behavior, including stalking and surveillance;
3. Behavior that suggests a propensity toward violence, including belligerent speech, excessive arguing or cursing; sabotage; threats to sabotage SRD property or the performance of SRD employees; a pattern of belligerence or refusal to follow SRD policies and procedures;
4. Defacing or causing damage to property belonging to SRD, customers, vendors or co-workers;
5. Possession, use, sale or purchase of weapons or firearms of any kind on work premises, including the parking lot, whether during working hours or work-related functions, or while conducting SRD business; or
6. Any violent conduct that adversely affects SRD's legitimate business interests and which could potentially result in violation of any criminal laws relating to threats of violence or violent acts.

**Reporting Concern About Future Violence:** Employees who have reason to believe they or others may be victimized by a violent act sometime in the future, at the workplace or as a direct result of their employment with SRD shall inform their supervisor or any member of management immediately so appropriate action may be taken. Management may, depending on the circumstances, report the incident to local law enforcement officials to ensure the safety of employees and to safeguard company property.

Employees who have signed and filed a restraining order, temporary or permanent, against an individual due to a potential act of violence, who would be in violation of the order by coming near them at work, shall immediately provide a copy of the signed order to their supervisor or any member of management. Management will provide a copy to the local police department.

**Incident Reporting:** Employees who observe or become aware of any conduct violating this policy or who experience or witness any conduct believed to be retaliation should immediately notify a supervisor or any member of management. If any restraining order is in effect, or if a potentially violent non-work-related situation exists that could result in violence in the workplace, the employee should immediately notify a supervisor, the General Manager, or the Board of Directors.

If an employee becomes aware of any conduct that creates a potentially violent or dangerous situation, they should immediately call 911 for help and cooperate fully with security, law enforcement, emergency and medical personnel who respond to the call for help. Employees must not put themselves in danger, but if qualified, may provide first aid as needed.

**Investigation:** All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. SRD will not tolerate retaliation against an employee who reports workplace violence. If there is reasonable suspicion of concealed weapons or contraband, SRD reserves the right to inspect employee lockers, computer equipment and other company property and ask employees to empty their pockets or the contents of their bags to ensure compliance with its rules and regulations. When an employee is suspected of possessing a weapon, threatening to harm someone, accused of stealing or criminal conduct, management should consult with legal counsel, before conducting an inspection or search of an employee's personal belongings, clothing, backpacks, or handbags. SRD may draw a negative inference from an employee's refusal to submit to such a search and take appropriate disciplinary action as a result.

**Discipline:** If SRD determines that any violation of this policy regarding workplace violence has occurred, it will impose discipline on offending employees, up to and including termination of employment. SRD may also report unlawful conduct to law enforcement.

**Retaliation:** SRD will not tolerate any retaliation against an employee for making a legitimate complaint of bullying or workplace violence, assisting another employee in making such a complaint, or for participating in an investigation of a complaint. Any employee who engages in retaliation will be subject to disciplinary action, up to and including termination of employment. Any employee who experiences or witnesses any conduct that they believe to be retaliation should immediately follow the complaint procedures described in this handbook.

### Workers' Compensation Insurance

Effective the first day of employment, all employees are covered by Workers' Compensation insurance, which provides coverage for medical expenses, and payment for loss of earnings that result from a work-related injury or illness. Workers' Compensation insurance may not cover any injury arising from an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

Employees who experience an occupational injury or illness should follow these steps: SRD has specific procedures for Workers Comp injuries and claims. I attached the document to page 70 for our review.

1. Immediately seek medical treatment to ensure proper and timely medical care;
2. Notify the General Manager as soon as possible;
3. Make an appointment with SRD's approved Workers Compensation Medical
4. Complete a claim form and return it to the General Manager; and
5. If a leave is requested, provide the General Manager with a certification from a health care provider regarding the need for leave, as well as the eventual ability to return to work from leave.

SRD is required by law to notify the workers' compensation insurance company of any false or fraudulent claims. Any employee who files a false or fraudulent claim to obtain workers' compensation benefits may be subjected to disciplinary action or criminal prosecution.



## Quick Reference

### Three Options for Reporting a Workers' Compensation Claim

# 1

#### **OPTION 1 Email Reporting:** [capriclaims@Sedgwick.com](mailto:capriclaims@Sedgwick.com) and copy [sally.town@sedgwick.com](mailto:sally.town@sedgwick.com)

- Supervisors complete Employer's Report of Injury Form 5020 and attach to email.
  - \* Required and **must be completed 24 hours** from knowledge of injury.
- **Within 72 hours of injury**, supervisors should also email completed DWC-1 Claim Form.
  - \* Employee should complete lines 1-9.
  - \* Supervisor complete lines 10-18.
- Supervisors collect prior Wage Statements for injured employee.
  - \* Provide 12 months prior up to the date of injury. Email **within 72 hours**.

# 2

#### **OPTION 2 Nurse Triage: Call Clinical Consultation @ 1-855-643-0152, option 2**

- Nurse Hotline gathers information over the phone and helps injured worker access appropriate medical treatment.
  - \* While Clinical Consultation collects some preliminary information, your District should still complete the Form 5020 and email to [sally.town@sedgwick.com](mailto:sally.town@sedgwick.com) **within 24 hours** from knowledge of injury.
- Best option if the injured worker
  - \* (a) has not yet sought medical treatment and a medical assessment is needed or
  - \* (b) is in the field and needs medical assessment or direction.
- Printable Posters and business card-sized flyers are available on CAPRI Member Portal.

# 3

#### **OPTION 3 Online Reporting: Smart.ly Global Claims Intake system**

- Contact Amy Whitman for access at [amy.whitman@sedgwick.com](mailto:amy.whitman@sedgwick.com)
- URL: <https://intake.sedgwick.com>
- Login: Emailed to user directly
- Password: Set by user directly

### Know Your District's Designated Treatment Facility & Preferred Emergency Room

For injuries or illnesses requiring medical attention, employees should seek treatment at one of your District's approved medical facilities.

- Unless the employee has previously designated his or her doctor of choice with Human Resources.

CAPRI maintains a list of your District's preferred occupational health providers and emergency room based upon your agency's location.

- URL: <https://www.capri-jpa.org/workers-compensation-program> or <https://www.capriportal.org/how-to-respond-to-an-incident>
- For information about your designated facility or to request an update, please contact [sally.town@sedgwick.com](mailto:sally.town@sedgwick.com).

# Section 6

### Standards of Conduct

SRD strives to maintain a professional and pleasant work environment, where employees can work effectively and comfortably, achieve professional goals, and develop positive relationships with co-workers. SRD has established standards of conduct and professionalism. Anyone who violates any company policy or procedure, as revised from time to time, will be subject to disciplinary action, up to and including, termination of employment.

Below is a non-exhaustive list of unprofessional and unacceptable conduct that could warrant disciplinary action, up to and including termination of employment:

1. Any act that may create a dangerous situation;
2. Insubordination or other disrespectful conduct;
3. Sexual or other forms of harassment, discrimination or retaliation against persons reporting harassment or discrimination;
4. Unsatisfactory performance;
5. Conduct that could materially and adversely affect SRD, its customer relations, operations, or business prospects;
6. Failure to follow safety rules, regulations, or procedures and not reporting any unsafe conditions;
7. Violation of Workplace Violence and Abusive Conduct (Bullying) Policy, including engaging in altercations or violent, abusive, or disorderly conduct toward employees, customers or vendors, or possessing, using, selling or buying weapons on work property, during working hours, or while performing work-related functions;
8. Violation of Drug and Alcohol-Free Workplace Policy, including possession, use, sale or purchase of drugs, including marijuana, alcohol on work property, during working hours, or while performing work-related functions;
9. Conviction of a crime that reflects an unfitness for the job or threatens anyone's health and safety or property;
10. Embezzlement, theft, misuse, destruction, or removal of property belonging to SRD or others without authorization;
11. Falsifying, altering, or making a material omission on employment, medical, payroll, financial, or time keeping records;
12. Any acts of dishonesty, whether or not for personal gain, that reflect negatively on SRD;
13. Violation of policy regarding use of SRD's computer, electronic-mail, Internet, phones, and voice-mail systems;
14. Violation of policy prohibiting use of personal cell phones or text messaging during work hours or while driving for work related business;
15. Poor performance, unsatisfactory work quality or quantity, or sleeping on the job;
16. Unexcused, excessive absenteeism or tardiness;
17. Violation of conflict-of-interest rules, including accepting money or accepting personal gifts from clients, vendors, or suppliers in exchange for services;
18. Unauthorized disclosure of SRD's Confidential, Proprietary and Trade Secret Information;
19. Working overtime without prior authorization from a supervisor, except in emergency situations;
20. Horseplay, pranks, or practical jokes;
21. Violation of any of SRD's policies or procedures, including any of the policies described in this handbook, as revised from time to time; or
22. Any other conduct that is unprofessional or inappropriate for the workplace.

Nothing contained herein is intended to interfere with any rights granted to employees by any federal, state

or local law, including the National Labor Relations Act. To the extent any provision contained herein is inconsistent with any federal, state, or local law, SRD fully intends to comply with the law and respect the rights of its employees.

### Performance Counseling

All employees are expected to meet SRD standards for work performance and professionalism. When an employee fails to meet our standards, the employee will be subject to disciplinary action, up to and including termination of employment. SRD may also, in its sole discretion, meet with the employee to discuss and recommend performance counseling through which the employee may be given an opportunity to improve and/or correct the issue.

Any performance counseling may take the form of a performance review, oral warning, a written warning, suspension, or discharge, at management's discretion.

SRD has the right to determine what disciplinary action is appropriate. There is no standard series of disciplinary steps that we must follow. In certain circumstances, the employee's conduct may lead to immediate termination of employment. As previously stated in the Employment At-Will Policy, either SRD or the employee may terminate their employment at any time, with or without cause or notice, for any reason whatsoever.

### Performance Evaluations

SRD believes feedback is critical to each employee's job performance and career development. Management and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. The employee's direct supervisor will endeavor to evaluate the employee's performance and provide the employee with feedback as follows:

1. Approximately yearly performance reviews, typically each June.

These sessions are intended to allow the supervisor and the employee opportunities to discuss job responsibilities, standards, performance requirements and growth opportunities.

The employee's direct supervisor will evaluate their performance in accordance with the expectations of the job during the rating period. Annual evaluations allow employees to receive fair, objective, and useful feedback about their performance. Evaluations also provide an opportunity for employees and their direct supervisor to outline career development objectives for the employee. All evaluations will be based on the employee's overall job performance and ability to meet set objectives. A poor performance evaluation may result in corrective action or termination of employment.

### Salary Evaluations

Our compensation process considers current market rates for positions. Salary increases are not guaranteed and are based on a number of factors, including merit, productivity, efficiency, business circumstances, budgetary issues, industry standards, cost of living changes, and other factors that may be considered in SRD's sole discretion. Salary increases are not based on length of service or cost of living. **A positive performance evaluation does not guarantee a salary increase will be given.**

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## PERFORMANCE AND DEVELOPMENT

In addition, If an employee has worked for SRD for less than 6 months or has been in their current position for less than 6 months, at the time of the annual review cycle in June, the employee may not be eligible for a full wage increase. The District may opt for either a partial wage increase in June or a split wage increase, in which a portion of the increase may be given at a later date, determined by the General Manager and/or the SRD Board.

### **Promotional Opportunities**

SRD encourages employees to explore and seek opportunities within SRD. Promotions will be based on an evaluation of an employee's job-related skills, performance, job-specific knowledge, and other factors related to the business needs. SRD, in its sole discretion, may choose to fill a position with an outside candidate and is under no obligation to consider existing employees for any position. Employees should discuss promotion opportunities with their supervisor.



# Section 7

The following Leaves of Absence may be available to SRD employees depending upon the employee's work location, the average number of hours worked per year, their tenure at SRD, and the employee population at the time of the need for leave. Several of the leaves noted below are specific to CA employees. Employees should speak with the General Manager regarding the leaves that may be available.

### **National and SRD Provided Leave Policies**

1. Family Medical Leave Policy (FMLA)
2. Jury Duty and Witness/Victim Testimony Leave
3. Military Leave
4. Pregnant Workers Fairness Act (PWFA)
5. Time Off for Voting

### **California Specific Leave Policies**

1. Adult Literacy Education
2. Alcohol and Drug Rehabilitation Leave
3. Bereavement
4. California Family Rights Act (CFRA)
5. Civil Air Patrol
6. Crime Victims Leave
7. Disability Leaves Other Than Pregnancy
8. Domestic Violence, Sexual Assault and Stalking Leave
9. Military Spouse Leave
10. Organ and Bone Marrow Donor Leave
11. Pregnancy Disability Leave (PDL)
12. Reproductive Loss Leave
13. Time Off for School/Day Care Visits
14. Volunteer Firefighter, Reserve Peace Officer, or Emergency Rescue Personnel Leave

### **Leave of Absences: Exempt Employees**

While most of these leaves of absence are unpaid, exempt employees who take leaves for any statutorily protected leave or legal obligation, such as a subpoena, military duty, or witness leave, and work any part of a workweek will be paid for that workweek only. Exempt employees who take intermittent leaves or personal leaves will be paid according to state and federal requirements.

### **Leaves of Absence: Use of Accrued Sick Time and Vacation Time**

Use of accrued sick time or vacation time will be coordinated with State Disability or Paid Family Leave benefits to not exceed 100% of an employee's regular compensation. Employees will not accrue sick time or vacation time while on unpaid leave. Permitted and required use of accrued sick time and vacation time vary per leave. Please refer to the corresponding leave for details.

### **Adult Literacy Education**

SRD will reasonably accommodate and assist any employees who elect to enroll in an adult literacy education program, unless doing so would cause undue hardship for SRD. This assistance includes providing employees with the locations of local literacy education programs or arranging for a literacy education provider to come to the job site. SRD will not reimburse employees for the costs incurred in attending a literacy program. SRD will safeguard the privacy of employees who request or participate in such a program and will not subject the employee to termination because of such disclosure. Leaves taken for this purpose will be unpaid unless the employee chooses to apply available vacation time.

### **Alcohol and Drug Rehabilitation Leave**

SRD will attempt to reasonably accommodate employees who voluntarily enter a drug or alcohol rehabilitation program, provided that it does not impose an undue hardship on SRD. Employees may request an unpaid leave of absence or apply their accrued sick time or vacation time to receive pay during such leave.

Employees who, because of their current use of alcohol or drugs, are unable to perform their job or who cannot perform their duties in a manner without posing a threat to the health or safety of themselves or others may not be granted a leave or any other form of accommodation.

Furthermore, SRD's support for treatment and rehabilitation does not obligate SRD to employ any person who violated SRD's Drug and Alcohol-Free Workplace Policy or whose attendance or job performance is impaired because of alcohol or substance abuse. SRD is not obligated to re-employ any person who has participated in treatment or rehabilitation if that person's attendance or job performance remains impaired as a result of dependency.

### **Bereavement**

An employee who has been employed at least 30 days at SRD and has suffered the misfortune of a death in their family or stepfamily is entitled to five (5) days off paid sick time, or five (5) days unpaid if not enough sick time accrued. Bereavement leave for part-time employees will be unpaid. Family members defined for the purposes of this leave are a spouse, parent, sibling, child, parent-in-law, grandparent, stepchild, grandchild, foster-child, or domestic partner, or if the employee is the deceased's primary caregiver, or executor of the deceased's estate.

The provided five (5) days of bereavement leave do not need to be taken consecutively but must be completed within three (3) months of the date of the family member's death. Employees may request additional unpaid time off from their supervisor. Employees may elect to use any accrued sick and vacation time to compensate for any unpaid time off during Bereavement leave.

Employees may be requested to provide documentation of the death of the family member in order to qualify for this leave. No employee will be subjected to discharge, threats of discharge, demotion, suspension, or discrimination as a result of taking qualified bereavement leave.

### **California Family Rights Act (CFRA)**

Employees may be entitled to a leave of absence under the California Family Rights Act ("CFRA"). The CFRA provides eligible employees with a right to leave, health insurance benefits and job restoration.

For employees who have been employed by SRD for at least one (1) year and who have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave, SRD shall provide up to 12 weeks of unpaid leave during any 12-month rolling backward look back period for the following family and medical reasons:

- Birth of a child;
- Bonding and/or caring for a new child through birth, adoption, or foster care for self or domestic partner;
- To care for the employee's spouse, registered domestic partner, child of any age, parent, parent-in-law, grandparent, grandchild, or sibling with a serious health condition;
- To care for a "Designated person" defined as any individual related by blood or is the equivalent of a family relationship. Employees may designate only one (1) person per 12-month period.
- For the employee's own, serious health condition that makes the employee unable to perform one or more of the essential functions of the employee's job;
- Because of any qualifying exigency arising out of the fact that an employee's spouse, child, domestic partner, or parent is a military member on covered active duty (or has been notified of an impending call or order to covered active-duty status in the National Guard or Reserves in support of contingency operations); and/or
  - Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending counseling sessions, attending post-deployment reintegration briefings, addressing activities related to military member's parent who is incapable of self-care, to spend up to fifteen (15) calendar days with a military member who is on Rest and Recuperation leave during covered active duty, etc.
  - "Covered Active Duty" is duty during deployment of the member with the Armed Forces to a foreign country.

### Definition of Serious Health Condition

For the purposes of this policy, a serious health condition is defined as an illness, injury, impairment, or a physical or mental condition that involves:

1. Inpatient care in a hospital, hospice, or residential care facility, including any period of incapacity or any treatment in connection with such inpatient care or any period of incapacity;
2. Incapacity (i.e., employee's inability to perform essential job functions, qualified family member's inability to attend school or perform other regular daily activities) of more than three consecutive calendar days that also involves:
  - a. At least two visits to a health care provider, or
  - b. One visit and a regimen of continuing treatment;
3. Incapacity or treatment due to chronic health conditions requiring periodic treatment;
4. Incapacity for a condition which is permanent or long-term for which treatment may not be effective and the employee or family member is under the continuing supervision of a health care provider;
5. Inpatient care or continuing treatment, including treatment for substance abuse; or
6. Any period of absence to receive multiple treatments for restorative surgery or for a condition that would result in incapacity of more than three (3) consecutive calendar days if left untreated.

### Pregnancy and Childbirth

Even if an employee is not eligible for CFRA leave, but is disabled by pregnancy, childbirth, or a related medical condition, they would be entitled to take a pregnancy disability leave of up to four (4) months, depending on

the period(s) of actual disability. If the employee is eligible for CFRA leave, they would have certain rights to take BOTH a pregnancy disability leave, and a CFRA leave for reason of the birth of their child. Both leaves contain a right to reinstatement to the employee's former position: for pregnancy disability it is to the same position and for CFRA it is to the same or a comparable position— at the end of the leave, subject to any defense allowed to the company under the law. However, the employee has no greater right to reinstatement than they would have had they not been on leave. For example, if their position is eliminated for reasons unrelated to their leave, they have no right to reinstatement.

If the employee is taking a leave for the birth, adoption, or foster care placement of a child, the basic minimum duration of the leave is two (2) weeks, however a leave of shorter duration may be taken on two (2) occasions, and the employee must conclude the leave within one (1) year of the birth or placement for adoption or foster care.

### **Use of Accrued Time Off Benefits When on a Paid Leave for an Employee's Own Serious Health Condition**

If taking CFRA leave for an employee's own serious health condition, the employee may be required to use up to one (1) week of their accrued paid sick time and vacation time during the seven (7) day waiting period before State Disability begins and may elect to use accrued time off to "bridge" State Disability to 100%. Once all paid leave is exhausted, then the leave will be unpaid.

### **Use of Accrued Paid Time Off Benefits When on an Unpaid Leave**

Employees may be required to use any available paid administrative time (Supervisor and above), sick and vacation time while on unpaid CFRA leave. Once all paid leave is exhausted, then the leave will be unpaid.

### **Apply for Benefits Through The EDD**

Employees taking a leave due to their own serious medical condition may also be eligible for disability benefits and should contact their supervisor for details. Employees who take a leave to care for a family member with a serious health condition can apply for Paid Family Leave (PFL) benefits. Any employee receiving State Disability Insurance (SDI), Paid Family Leave (PFL), Workers' Compensation or other disability program benefits during a leave under this policy may not receive more than an amount equal to 100% of their regular weekly earnings from a combination of sick or vacation time, disability, or any other paid benefits. In addition, use of accrued paid sick or vacation time or admin time, and receipt of SDI, PFL benefits will not extend the length of any leave taken under this section. Employees will not accrue paid sick or vacation time while on unpaid leave.

### **Certification Required**

SRD may require that a request for leave because of a serious medical condition—whether of the employee or the employee's covered family member, as defined above, be supported by a certification issued by a physician or other applicable health care provider. This certification must be provided within fifteen (15) calendar days of the request, or the start of the leave may be delayed or the request for leave may be denied. SRD may also require the employee to provide subsequent re-certification, and, at the conclusion of the leave, a certification that the employee is able to return to work.

SRD may require that a request for leave because of Military Qualifying Exigency Leave be supported by a copy of the military member's covered active-duty order or other official military documentation indicating the military member is on covered active duty or call to covered active-duty status.

## Employee Notice of Leave

When the need for leave is foreseeable, the employee is required to provide SRD with at least thirty (30) days of notice of the leave. If such notice is not possible, the employee must provide SRD with as much notice as is practical and make a reasonable effort to schedule the leave so that it minimizes the disruption of SRD's operations. Where medically necessary, employees may take leave intermittently or by working a reduced workweek.

An employee should submit a written CFRA Certification Form (which can be obtained from the General Manager), which includes the anticipated date and duration of the requested leave. Employees are required to make a reasonable effort to schedule medical treatment so as not to disrupt SRD operations, subject to the approval of their healthcare provider, or the healthcare provider of their family member, as appropriate.

Any requests for extensions of a leave under this policy must be received at least five (5) working days before the date on which the employee was originally scheduled to return to work and must include the revised anticipated date(s) and duration of the approved leave.

Employees who misrepresent facts in order to be granted leave under this policy may be subject to disciplinary action, up to and including termination of employment.

## Benefits

During an employee's approved CFRA leave, the employee is entitled to continue to participate in SRD's group health insurance plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave. If an employee takes more than the approved leave in a 12-month period, then the employee may elect to continue coverage at the employee's own expense for the remainder of the leave.

If any paid leave is substituted for unpaid leave, SRD will deduct the employee's portion of the health plan premium as a regular payroll deduction upon employee's written consent. If the leave is unpaid, an employee must pay their portion of the premium during the leave. SRD may recover health insurance premiums paid for maintaining the employee's group health insurance coverage if the employee:

- Does not return to work at the end of the leave period and if the employee's failure to return is caused by a reason other than a serious health condition or other circumstances beyond the employee's control; or
- Works less than thirty (30) days after returning from leave, and then resigns.

Employees on an approved paid leave accrue employment benefits, such as sick and vacation time, or accrue seniority only when sick and vacation is being substituted for unpaid leave.

## Returning to Work Following Leave

Employees who return to work before the end of their planned leave period should provide advance notice of their intended return date to allow sufficient time for management to adjust employees' work assignments. If leave is taken due to an employee's own serious health condition, then the employee must provide the General Manager with a medical certification that the employee is fit to resume work. This certification should be provided at least one (1) week before the employee is scheduled to return to work.

Employees who return from an approved leave under this policy will be reinstated to the same or equivalent position if available and subject to any exceptions as provided by law. However, the employee has no greater right to reinstatement than they would have had they not been on leave. For example, if their position is

eliminated for reasons unrelated to their leave, they have no right to reinstatement. In addition, any right to reinstatement terminates if an employee fails to return to work at the end of an approved leave, in accordance with applicable laws.

### **Civil Air Patrol Leave**

Employees who have completed at least ninety (90) days of services immediately preceding the leave can take up to ten (10) days of unpaid leave per calendar year to respond to an emergency operational mission of the California Wing of the Civil Air Patrol. However, leave for a single operational mission shall not exceed three (3) days, unless an extension of time is granted by the governmental entity that authorized the emergency operational mission and is approved by SRD. Leave taken for these purposes will be unpaid, unless employees elect to apply available accrued vacation time. Employees must provide official written documentation to the General Manager of the intended dates upon which the leave will begin and end. Failure to provide certification from the proper Civil Air Patrol authority may result in a denial of leave until such certification is provided. Upon return from an approved Civil Air Patrol Leave, an employee will be reinstated to the same or equivalent position, if available, subject to any exceptions provided by law. Any right to reinstatement terminates if an employee fails to return to work at the end of an approved leave.

### **Crime Victims Leave**

If an employee, their spouse, domestic partner, parent, stepparent, child, sibling, stepsibling, guardian or any other individual whose close association with the employee is the equivalent of a family relationship is a victim of a crime or an offense listed below, the employee will be granted time off from work in order to take time off to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding, or to obtain or attempt to obtain any relief. Relief includes, but is not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or their child.

A victim of crime includes:

1. A victim of a crime that caused physical injury or that caused mental injury and a threat of physical injury, including but not limited to, child abuse; assault; physical abuse of an elder or dependent adult; stalking; solicitation for murder; hit-and-run causing death or injury or driving under the influence causing injury; or
2. A person whose immediate family member is deceased as the direct result of a crime; or
3. A victim of stalking, domestic violence, or sexual assault.

Employees must provide their supervisor with reasonable advance notice of their intention to take time off. When advance notice is not feasible, the employee should provide their supervisor with documentation evidencing the judicial proceeding within a reasonable time after their absence. Documentation may be in the form of any of the following:

1. A police report indicating that the employee, the employee's spouse, domestic partner, parent, child, sibling, or guardian is a victim of a crime or offense listed above; or
2. A court order protecting or separating the employee, the employee's spouse, domestic partner, parent, child, sibling, or guardian from the perpetrator of a crime or offense listed above or other evidence from the prosecuting attorney that the employee appeared in court; or
3. Documentation from a medical professional, domestic violence advocate or advocate for victims of sexual assault, health care provider, or counselor that the employee, the employee's spouse,

domestic partner, parent, child, sibling, or guardian was undergoing treatment for physical or mental injuries or abuse resulting in victimization from a crime or offense listed above.

To the extent allowed by law, this information will be kept confidential. No employee will be discharged, or in any manner discriminated or retaliated against in compensation or other terms, conditions, or privileges of employment, including, but not limited to the loss of seniority or precedence, because of an absence protected by this law.

Leave taken for these purposes will be unpaid unless employees elect to apply available accrued sick and vacation time.

### **Disability Leaves Other Than Pregnancy**

Employees who need to take a leave of absence due to a disability, medical condition or workplace injury should complete a Leave Request form that is available through the General Manager, if possible. The duration of such a leave shall not extend past the date on which an employee becomes capable of performing the essential functions of their position, with or without reasonable accommodation.

Medical certification may be required to initiate and continue a disability leave of absence. Upon return from a disability leave, the employee must submit a medical release indicating that they are capable of performing the essential job functions and are able to return to work, with or without restrictions. Any restrictions must be clearly stated in the medical certification.

Accrued sick time and vacation time may be used to receive pay during such leaves or to supplement any payments that an employee receives from paid family leave benefits, state disability insurance or workers' compensation insurance. SRD may require the use of up to one (1) week of vacation time, or as much vacation time is currently available, during the seven (7) day waiting period. Otherwise, disability leaves taken for this reason will be unpaid.

### **Domestic Violence, Sexual Assault and Stalking Leave**

If an employee or an employee's spouse, domestic partner, parent, child, sibling, or guardian is the victim of domestic violence, sexual assault or stalking, the employee will be granted leave to:

1. Seek medical attention for injuries; or
2. Obtain services from a domestic violence shelter, program, or rape crisis center; or
3. Obtain psychological counseling; or
4. Participate in safety planning and take other actions to ensure health, safety or welfare of the victim or their child and prevention from future domestic violence, sexual assault, or stalking, including locating a temporary or permanent residence location; or
5. Obtain 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 the employee or the employee's child.

Employees may substitute any accrued sick time to seek medical attention or counseling; and vacation time to attend legal proceedings or find safe shelter. Leave under this policy does not extend the time allowed under the FMLA/CFRA Policy in this Handbook. To the extent practicable, employees should provide reasonable advance notice of the need for a leave taken under this section, unless an emergency or unscheduled court appearance is required, in which case, the employee may be required to provide the following to their supervisor:



1. A police report indicating that the employee or the employee's parent, spouse, domestic partner, parent, child or sibling was a victim;
2. A court order protecting or separating the employee from the perpetrator as obtained from the prosecuting attorney of their court appearance; or
3. Documentation from a licensed medical professional, domestic violence counselor, a sexual assault counselor, licensed health care provider or counselor that the victim was undergoing treatment for physical or mental injuries or abuse resulting from victimization.

SRD will not discriminate or retaliate against employees for exercising their rights under this policy and will provide reasonable accommodations for a victim of domestic violence, sexual assault, or stalking who requests an accommodation for their safety while at work. SRD will engage in a timely, good faith, and interactive process with the employee to determine effective reasonable accommodations, but SRD is not required to undertake an action that constitutes an undue hardship on SRD's business operations. If the employee no longer needs an accommodation, they must notify SRD that the accommodation is no longer needed. To the extent allowed by law, this information will be kept confidential.

### **Family Medical Leave Policy (FMLA) (applies when headcount reaches 50+)**

Employees may be entitled to a leave of absence under the Family Medical Leave Act ("FMLA"). FMLA provides eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.

For employees who have been employed by SRD for at least one (1) year and who have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave, SRD shall provide up to twelve (12) weeks of unpaid leave during any 12-month rolling backward look back period for the following family and medical reasons:

- Birth of a child
- Bonding and/or caring for a new child through birth, adoption, or foster care (counts toward FMLA and CFRA leave entitlements);
- Disability due to pregnancy, childbirth, or related medical condition (counts toward FMLA leave and California Pregnancy Disability Leave ("PDL") leave entitlements).
- To care for the employee's spouse, registered domestic partner, child, or parent (but not in-law) grandparent, grandchild, or sibling with a serious health condition (counts toward FMLA and CFRA leave entitlements except for time to care for an employee's registered domestic partner, parent-in-law, grandparent, grandchild, adult child or sibling does not count towards FMLA leave, only CFRA leave).
- For the employee's own, serious health condition that makes the employee unable to perform one or more of the essential functions of the employee's job.
- Because of any qualifying exigency arising out of the fact that an employee's spouse, domestic partner, child, or parent is a military member on covered active duty (or has been notified of an impending call or order to covered active-duty status in the National Guard or Reserves in support of contingency operations) (domestic partner counts toward CFRA leave entitlement only); and/or
  - Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending counseling sessions, attending post-deployment reintegration briefings, addressing activities related to military member's parent who is incapable of self-care, to spend up

- to fifteen (15) calendar days with a military member who is on Rest and Recuperation leave during covered active duty, etc.
- “Covered Active Duty” is duty during deployment of the member with the Armed Forces to a foreign country.
- To care for a covered service member with a serious injury or illness (counts toward FMLA; counts toward CFRA leave entitlements only if family member is a covered CFRA employee, i.e., a spouse, domestic partner, child, parent, grandparent, grandchild, or sibling [not next-of-kin]).
  - The employee must be a spouse, parent, child, or next-of-kin of the covered service member.
  - A covered service member is a current member of the Armed Forces or a veteran of the Armed Forces, including a member of the National Guard or Reserves, who: (1) has a serious injury or illness incurred or aggravated in the line of duty that may render the service member medically unfit to perform their duties; and (2) for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disabled retired list.
  - Eligible employees may take up to 26 workweeks of leave during a single 12-month period to care for a covered service member.

A covered service member can also be a veteran discharged under conditions other than dishonorable who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the five-year period preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

If both spouses are employed by SRD, their leave entitlements may be limited (shared) for the care of a new child, for the adoption or foster care placement of a child and for the care of a parent or injured service member. An employee who fails to return to work immediately following expiration of the authorized leave period is subject to termination.

### Definition of Serious Health Condition

For the purposes of this policy, a serious health condition is defined as an illness, injury, impairment, or a physical or mental condition that involves:

1. Inpatient care in a hospital, hospice, or residential care facility, including any period of incapacity or any treatment in connection with such inpatient care or any period of incapacity;
2. Incapacity (i.e., employee’s inability to perform essential job functions, qualified family member’s inability to attend school or perform other regular daily activities) of more than three consecutive calendar days that also involves:
  - a. At least two visits to a health care provider, or
  - b. One visit and a regimen of continuing treatment;
3. Incapacity due to pregnancy or prenatal care;
4. Incapacity or treatment due to chronic health conditions requiring periodic treatment;
5. Incapacity for a condition which is permanent or long-term for which treatment may not be effective and the employee or family member is under the continuing supervision of a health care provider;
6. Inpatient care or continuing treatment, including treatment for substance abuse; or
7. Any period of absence to receive multiple treatments for restorative surgery or for a condition that would result in incapacity of more than three (3) consecutive calendar days if left untreated.

### **Pregnancy and Childbirth**

Even if an employee is not eligible for FMLA leave, but is disabled by pregnancy, childbirth, or a related medical condition, they would be entitled to take a pregnancy disability leave of up to four (4) months, depending on the period(s) of actual disability, as set forth in the PDL policy. If the employee is eligible for CFRA leave, they would have certain rights to take BOTH a pregnancy disability leave, and a CFRA leave for reason of the birth of their child. Both leaves contain a right to reinstatement to the employee's former position: for pregnancy disability it is to the same position and for CFRA it is to the same or a comparable position— at the end of the leave, subject to any defense allowed to the company under the law. However, the employee has no greater right to reinstatement than they would have had they not been on leave. For example, if their position is eliminated for reasons unrelated to their leave, they have no right to reinstatement.

If the employee is taking a leave for the birth, adoption, or foster care placement of a child, the basic minimum duration of the leave is two (2) weeks, however a leave of shorter duration may be taken on two (2) occasions, and the employee must conclude the leave within one (1) year of the birth or placement for adoption or foster care.

### **Use of Accrued Paid Time Off Benefits When on a Paid Leave**

Employees may be required to use up to one (1) week of their accrued paid sick time and may elect to use vacation time during the seven (7) day waiting period before State Disability begins and may elect to use accrued time off to “bridge” State Disability to 100%. Once all paid leave is exhausted, then the leave will be unpaid.

### **Use of Accrued Paid Time Off Benefits When on an Unpaid Leave**

Employees may be required to use any available paid sick and vacation time while on unpaid FMLA leave. Once all paid leave is exhausted, then the leave will be unpaid.

### **Apply for Benefits Through The EDD**

Employees taking a leave due to their own serious medical condition may also be eligible for disability benefits and should contact their supervisor for details. Employees who take a leave to care for a family member with a serious health condition can apply for Paid Family Leave (PFL) benefits. Any employee receiving State Disability Insurance (SDI), Paid Family Leave (PFL), Workers' Compensation or other disability program benefits during a leave under this policy may not receive more than an amount equal to 100% of their regular weekly earnings from a combination of sick or vacation time, disability, or any other paid benefits. In addition, use of accrued paid sick or vacation time and receipt of SDI, PFL benefits will not extend the length of any leave taken under this section. Employees will not accrue paid sick or vacation time while on unpaid leave.

### **Certification Required**

SRD may require that a request for leave because of a serious medical condition—whether of the employee (including pregnancy disability, childbirth, or related medical condition) or the employee's spouse, registered domestic partner, child, child of domestic partner, parent, grandparent, grandchild, or sibling—be supported by a certification issued by a physician or other applicable health care provider. SRD may also require the employee to provide subsequent re-certification, and, at the conclusion of the leave, a certification that the employee is able to return to work.

SRD may require that a request for leave because of Military Qualifying Exigency Leave be supported by a copy of the military member's covered active-duty order or other official military documentation indicating the military member is on covered active duty or call to covered active-duty status. SRD may require that a request for leave to care for a covered service member be supported by a copy of the certification issued by the military member's physician or other applicable health care provider.

### **Employee Notice of Leave**

When the need for leave is foreseeable, the employee is required to provide SRD with at least thirty (30) days of notice of the leave. If such notice is not possible, the employee must provide SRD with as much notice as is practical and make a reasonable effort to schedule the leave so that it minimizes the disruption of SRD's operations. Where medically necessary, employees may take leave intermittently or by working a reduced workweek.

An employee should submit a written FMLA/CFRA Certification Form (which can be obtained from the General Manager), which includes the anticipated date and duration of the requested leave. Employees are required to make a reasonable effort to schedule medical treatment so as not to disrupt SRD operations, subject to the approval of their healthcare provider, or the healthcare provider of their family member, as appropriate.

Any requests for extensions of a leave under this policy must be received at least five (5) working days before the date on which the employee was originally scheduled to return to work and must include the revised anticipated date(s) and duration of the approved leave.

Employees who misrepresent facts in order to be granted leave under this policy may be subject to disciplinary action, up to and including termination of employment.

### **Benefits**

During an employee's approved FMLA leave, the employee is entitled to continue to participate in SRD's group health insurance plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave. If an employee takes more than the approved leave in a 12-month period, then the employee may elect to continue coverage at the employee's own expense for the remainder of the leave.

If any paid leave is substituted for unpaid leave, SRD will deduct the employee's portion of the health plan premium as a regular payroll deduction upon employee's written consent. If the leave is unpaid, an employee must pay their portion of the premium during the leave. SRD may recover health insurance premiums paid for maintaining the employee's group health insurance coverage if the employee:

- Does not return to work at the end of the leave period and if the employee's failure to return is caused by a reason other than a serious health condition or other circumstances beyond the employee's control; or
- Works less than thirty (30) days after returning from leave.

Employees on an approved leave accrue employment benefits, such as vacation time, sick time, or seniority only when vacation time or sick time is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual. Supervisory level employees and above are not entitled to Administrative Leave during an approved leave. If a Supervisor level employee or above takes more than two weeks of leave, their Administrative Leave will be prorated based on time worked during a quarter.

### Returning to Work Following Leave

Employees who return to work before the end of their planned leave period should provide advance notice of their intended return date to allow sufficient time for management to adjust employees' work assignments. If leave is taken due to an employee's own serious health condition, then the employee must provide the General Manager with a medical certification that the employee is fit to resume work. This certification should be provided at least one (1) week before the employee is scheduled to return to work.

Employees who return from an approved leave under this policy will be reinstated to the same or equivalent position if available and subject to any exceptions as provided by law. The employee has no greater right to reinstatement than they would have had they not been on leave. For example, if their position is eliminated for reasons unrelated to their leave, they have no right to reinstatement. In addition, any right to reinstatement terminates if an employee fails to return to work at the end of an approved leave, in accordance with applicable laws.

### Jury Duty and Witness/Victim Testimony Leave

Employees will be granted time off to (1) serve on a jury or grand jury; or (2) appear as a witness in court or other judicial proceeding, so long as reasonable advance notice is provided to their supervisor. Employees are expected to return to work each day or portion of the day that they are not selected for jury duty or called as a witness in a legal proceeding.

Employees are required to provide reasonable advance notice of the need for leaves taken under this section, unless an emergency or unscheduled court appearance is required, in which case, the employee should keep SRD informed and may be asked to submit supporting documentation of the need for such leave. Employees who serve on a jury or grand jury must provide documentation (such as copies of their juror summon) to their supervisor.

Exempt employees will receive their full weekly salary for any workweek in which they serve as a witness or juror, except where they perform no work during the workweek. Otherwise, leaves taken for these purposes will be unpaid. However, employees may elect to substitute any available, accrued vacation time to receive pay for leaves taken for these purposes.

### Military Leave

Employees who must be absent from work for military service, including fitness for duty examinations, training, or active duty, will be granted a leave of absence when performing active duty for the California National Guard or Uniformed Services, which include:

1. Army National Guard and Air National Guard (when engaged in active duty for training, inactive duty training, or full time National Guard duty);
2. The Commissioned Corps of the Public Health Service;
3. The Reserves of the Army, Navy, Marine Corps, Air Force and Coast Guard; and
4. Any other category of persons designated by the President in time of war or emergency.

Advance notice must be provided by the employee or by an officer of the military branch that the employee is serving and can be in the form of military orders, training notices, or induction information. The cumulative length of an employee's military leave of absences from work may not exceed five (5) years.

Leaves taken for these purposes will be unpaid, however, employees may elect to substitute any available, accrued vacation time to receive pay for these purposes.

Employees who are on military service for up to thirty (30) days are entitled to continue their medical coverage. They are required to continue to pay their portion of the medical premium. COBRA will be provided to those employees whose military service exceeds thirty (30) days.

Upon completion of military leave, SRD will make reasonable efforts to reinstate employees to their same or equivalent position. To be eligible to return to work, employees must:

1. Give notice before taking military leave;
2. Be released from military service under “honorable discharge” and provide a certificate of satisfactory completion of service;
3. Apply for timely submission of application for reemployment based on particular length of leave; and
4. Report to work in a timely manner in accordance with applicable federal and state laws.

The following shall apply to an officer or enlisted member of the National Guard of any state, called to active duty, has received a certificate of satisfactory service, is qualified to perform the duties of the position:

1. If the employee’s former position was full time, and the employee has applied to be re-employed within forty (40) days of release from service, the employee a) shall be restored to the former position or to a position of similar seniority, status, and pay without loss of retirement or other benefits, unless SRD’s circumstances have so changed as to make it impossible or unreasonable to do so; and b) shall not be discharged without cause within one year after job restoration.
2. If the employee’s former position was part-time, and not temporary, and the employee has applied to be re-employed within five (5) days of release from service, the employee a) shall be restored to the former position, or to a position of similar seniority, status, and pay, if any exists, and b) shall not be discharged without cause within one (1) year after job restoration.

### **Military Spouse Leave**

Employees who work more than 20 hours per week and have a spouse or domestic partner in the Armed Forces, National Guard or Reserves who have been deployed during a period of military conflict are eligible for up to ten (10) unpaid days off when their spouse is on leave from deployment during a military conflict.

Employees must provide written documentation to the General Manager within two (2) business days of official notice of their spouse or domestic partner’s leave from deployment. Leave taken for these purposes will be unpaid unless the employee elects to apply accrued vacation time.

### **Organ and Bone Marrow Donor Leave**

Employees who choose to donate organs or bone marrow and have completed ninety (90) days of employment immediately preceding the leave may take up to thirty (30) workdays of paid leave in any twelve (12) consecutive month period for organ donations and up to five (5) workdays of paid leave in any twelve (12) consecutive month period for bone marrow donations.

Employees may be required to use up to five (5) days of accrued, unused sick time or vacation time for bone marrow donation and up to two (2) weeks of accrued, unused sick time or vacation time for organ donation.

After that, or if the employee does not have accrued time, SRD will provide paid leave of up to thirty (30) business days for organ donation and up to five (5) days for bone marrow donation.

Additional unpaid leave of up to 30 business days in a 12-month period may be granted to an employee who has exhausted all available sick and vacation time and is donating an organ.

A written verification that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation is required before such leaves can be approved. Employees must submit this verification and provide as much advance notice as possible before taking this leave to their supervisors or the General Manager. If emergency conditions prevent such notice, employees must notify SRD as soon as possible after the situation becomes non-emergent.

Leaves taken under this section will not create a break in an employee's continuous service for purposes of seniority or benefit entitlements, including sick leave accrual. Health insurance benefits will continue as before the leave. Please make arrangements with SRD to pay for any usual and customary health insurance premiums before the start of the leave. Upon return from leave, the employee will be reinstated to the same or equivalent position, if available, subject to any exceptions provided by law. Any right to reinstatement terminates if the employee fails to return to work at the end of an approved leave.

Organ and bone marrow donation leave cannot be taken concurrently with the California Family Rights Act (CFRA) or with leave under the Family Medical Leave Act (FMLA).

### **Pregnancy Disability Leave - California**

#### **Notice to Pregnant Employees of Their Rights and Obligations**

For employees who are pregnant, have a related medical condition, or are recovering from childbirth, this notice is a summary of rights and obligations under the Fair Employment and Housing Act (FEHA). For more information about employees' rights and obligations as a pregnant employee, contact the General Manager or visit the [California Civil Rights Department \("CRC"\)](#) or call 800.884.1684. California law protects employees against discrimination or harassment because of an employee's pregnancy, childbirth, or any related medical condition (referred to below as "because of pregnancy"). California law also prohibits employers from denying or interfering with an employee's pregnancy-related employment rights.

#### **SRD has an Obligation to:**

- Reasonably accommodate an employee's medical needs related to pregnancy, childbirth, or related conditions (such as temporarily modifying work duties, providing a stool or chair, or allowing more frequent breaks);
- Transfer the employee to a less strenuous or hazardous position (where one is available) or duties if medically needed because of pregnancy;
- Provide pregnancy disability leave (PDL) of up to four months (the working days normally worked in one-third of a year or 17 1/3 weeks); and
- Return the employee to the same or comparable job when they are no longer disabled by pregnancy. Taking PDL, however, does not protect an employee from non-leave related employment actions, such as a layoff.
- Provide a reasonable amount of break time and use of a room or other location near the employee's work area to express breast milk in private as set forth in the California Labor Code.

### Pregnancy Disability Leave:

- PDL is not for an automatic period, but for the period that the employee is disabled by pregnancy, as determined by the employee's health care provider. See the "Length of Leave Allowed" section below for more information on length of PDL.
- Once SRD has been informed that an employee needs to take PDL, SRD may require the employee to submit written medical certification from their health care provider substantiating the need for leave.
- PDL 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.
- PDL does not need to be taken all at once but can be taken on an as-needed basis as required by your health care provider, including intermittent leave or a reduced work schedule, all of which counts against the employee's four-month entitlement to leave.
- PDL will be unpaid, and the employee may be required to use up to one (1) week of their accrued paid sick time during the seven (7) day waiting period before State Disability Leave benefits begin. The employee may also be eligible for Paid Family Leave (PFL), administered by the California Employment Development Department.
- SRD is required to continue the employee's group health coverage during their PDL at the same level and under the same conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave.
- If possible, the employee must provide at least 30 days' advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment for the employee). For events that are unforeseeable, SRD requires notification, at least verbally as soon as the employee learns of the need for the leave. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until the employee complies with this notice policy.

### Notice Obligations as an Employee

1. **Provide SRD with reasonable advance notice:** To receive reasonable accommodation, or take PDL, the employee must provide sufficient advance notice to allow SRD to make appropriate plans. Sufficient notice means 30 days advance notice if the need for the reasonable accommodation, or PDL is foreseeable, otherwise as soon as practicable if the need is an emergency or unforeseeable.
2. **Provide a Written Medical Certification from a Health Care Provider.** Except in a medical emergency where there is no time to obtain it, SRD may require the employee to supply a written medical certification from a health care provider of the medical need for reasonable accommodation, transfer or PDL. If the need is an emergency or unforeseeable, the employee must provide this certification as soon as practicable to do so under the circumstances. Employees will be given at least 15 calendar days to submit the certification. Contact the General Manager for a copy of a medical certification form to give to the employee's health care provider to complete.

**PLEASE NOTE** that if an employee fails to provide reasonable advance notice or written medical certification of the medical need, SRD may be justified in delaying the reasonable accommodation, or PDL.



### **Additional Rights under California Family Rights Act (CFRA) Leave**

Employees also may be entitled to additional rights under the California Family Rights Act of 1993 (CFRA) if they have more than 12 months of service and have worked at least 1,250 hours in the 12-month period before the beginning date of the leave. This leave may be up to 12 workweeks in a 12-month period for the birth, adoption, or foster care placement of an employee's child or for an employee's own serious health condition (not related to pregnancy) or that of a child, parent, or spouse.

### **Reasonable Accommodations and Transfers to Other Positions or Duties**

An employee requesting reasonable accommodations for conditions related to pregnancy, childbirth, or related medical conditions may need to provide medical certification by a health care provider. If an employee is affected by pregnancy or a related medical condition, the employee may be eligible to transfer to a less strenuous or hazardous position or duties, if it is medically advisable. Employees who are lactating or nursing may take additional breaks to express milk.

### **Length of Leave Allowed**

If in the opinion of their health care provider, an employee who is disabled by pregnancy, childbirth or related medical condition, cannot perform any of their essential job functions or cannot do so without undue risk to herself, to their pregnancy's successful completion, or to other persons, they may be eligible to take a pregnancy related disability leave (PDL) for up to the number of days the employee would normally work within four calendar months (or one-third of a year or 17 1/3 weeks). If the employee's schedule varies from month to month, a monthly average of the hours worked over the four months before the beginning of the leave will be used for calculating the employee's normal work month. PDL does not need to be taken in one continuous period but can be taken on an as-needed basis.

### **Authorized Use of Leave**

PDL is for any period(s) of actual disability caused by an employee's pregnancy, childbirth, or related medical conditions up to 17 1/3 weeks per pregnancy. Time off needed for severe morning sickness, prenatal or postnatal care, doctor-ordered bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, post-partum depression, childbirth, recovery from childbirth and loss or end of pregnancy would all be covered by PDL.

### **Medical Certification**

An employee must provide medical certification from their health care provider to support a request for pregnancy disability leave, transfer, or other form of reasonable accommodation, and return to work date. The certification should include:

1. the date on which the employee became disabled due to pregnancy, or the date of the medically advised transfer or reasonable accommodation;
2. the probable duration of the period(s) of disability or the period(s) for the medically advised transfer or reasonable accommodation; and,
3. a statement that:
  - a. due to the disability, the employee is unable to work at all or to perform any one or more of the essential functions of their position without undue risk to the employee, the pregnancy or to others;
  - b. due to their pregnancy, the transfer, reasonable accommodation, or leave is medically advisable; or
  - c. the employee has successfully completed their pregnancy disability leave and can safely return to work without undue risk to herself or others.

### Use of Accrued Sick Leave and Vacation Time

Employees may be required to use up to one (1) week of their accrued paid sick time during the seven (7) day waiting period before State Disability Leave benefits begin. Additionally, employees may elect to use accrued vacation time off to “bridge” State Disability benefits to 100%. Once all paid leave is exhausted, then the Pregnancy Disability leave will be unpaid. Use of paid sick time or vacation time will not extend the length of an employee’s leave.

### Group Health and State Disability Benefits During PDL

SRD will pay for the continuation of any group health coverage for an eligible employee who takes a PDL for the duration of such leave, not to exceed four months over the course of a 12-month period, under the same conditions that coverage would have been provided if the employee had been employed continuously.

SRD may have the right to recover the group health plan premiums it paid for the extension of coverage for the duration of the employee’s PDL if the employee fails to return from such leave for reasons other than one of the following:

1. Taking family care/medical leave or a leave covered by disability laws;
2. The continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave;
3. Non-pregnancy related medical conditions requiring further leave; or
4. Other circumstances beyond the control of the employee.

### Return to Work

Upon an employee’s return to work, they have the right to be reinstated to the same position or comparable position for which the employee is qualified, if one is open on the date of their scheduled return or within 60 calendar days thereafter. An employee has no greater right to reinstatement than if they were actively at work rather than on leave. Under certain circumstances, reinstatement may not be feasible where the employee’s position is no longer available.

An employee’s failure to return from approved leave at the end of or before the completion of the period granted, or acceptance of employment elsewhere while on leave, could be considered a voluntary resignation and result in termination of the employee’s employment.

Please note prevailing local, state, and federal laws are subject to change and will apply should this policy conflict with such prevailing workplace laws.

## Pregnant Workers Fairness Act (PWFA) - Federal

### Pregnant Employees Rights and Obligations

As required by the Pregnant Workers Fairness Act (PWFA), SRD will provide reasonable accommodations to employees and applicants with known limitations related to pregnancy, childbirth or related medical conditions unless the accommodation will cause the employer an “undue hardship.”

### Undue Hardship Exception

An accommodation is not required if doing so would cause an undue hardship on the operation of SRD. Undue hardship is defined as “an action requiring significant difficulty or expense,” the same as under the Americans with Disabilities Act (ADA).

This law expands employer obligations beyond what is already required by the ADA in that being entitled to a pregnancy-related accommodation does not require that the employee's condition rise to the level of disability. Additionally, employees are entitled to accommodations even if they can't perform their essential job functions on a temporary basis.

### **Pregnancy Related Accommodations**

Under PWFA, employees are entitled to accommodations for a condition related to or affected by pregnancy, childbirth, or a related medical condition. The condition can be physical or mental. Pregnancy-related conditions include, among others, morning sickness, gestational diabetes, post-partum depression, and lactation.

Possible accommodations include but are not limited to:

- Providing more frequent or longer breaks
- Modifying a food or drink policy
- Providing seating or allowing the employee to sit more frequently if their job requires standing
- Observing limits on lifting
- Receiving closer parking options
- Flexible hours
- Providing job restructuring, light duty, or a modified work schedule

Employees cannot be required to take leave if reasonable on-the-job accommodations are available. Like the ADA, the employer and employee should engage in the interactive process to determine what reasonable accommodations can be provided. However, if the employer is willing to grant the employee's request, the interactive process is not required.

### **SRD has an Obligation to:**

- Reasonably accommodate an employee's medical needs related to pregnancy, childbirth, or related conditions;
- Transfer the employee to a less strenuous or hazardous position (where one is available) or duties if medically needed because of pregnancy;
- Treat pregnant employees just as favorably as other employees;
- Not take any adverse actions against a pregnant employee requesting or using an accommodation;
- Provide a reasonable amount of break time and use of a room or other location near the employee's work area to express breast milk in private as set forth in the California Labor Code.

### **Requesting the PWFA Reasonable Accommodations**

Employees seeking a reasonable accommodation employees must submit the request to the General Manager, including an explanation for the pregnancy-related limitations, the accommodation being requested and any alternative accommodation(s) that might be reasonable. Dependent upon the requested accommodation, employees may need to provide a health care provider statement supporting the need for accommodation.

The General Manager will follow up with employees after the request has been submitted to determine if the accommodation is reasonable and can be provided. All requests for reasonable accommodation will be assessed individually.

SRD prohibits any retaliation, harassment, or adverse action due to an individual's request for an accommodation under this policy or for reporting or participating in an investigation of unlawful discrimination under this policy.

For more information about PWFA, contact the General Manager or visit the U.S. Equal Employment Opportunity Commission (EEOC) [PWFA site](#). California law also prohibits employers from denying or interfering with an employee's pregnancy-related employment rights.

### **Reproductive Loss Leave**

An employee who has been employed at least 30 days at SRD and has suffered the misfortune of a reproductive loss is entitled to five (5) days off without pay. Reproductive loss leave for part-time employees will be unpaid. A "reproductive loss" as defined for the purposes of this leave are: a failed adoption, surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction for an employee, the employee's current spouse, domestic partner or by another individual who would have been a parent as a result of the pregnancy.

Reproductive loss leave does not need be taken consecutively but must be completed within three (3) months of the date of the loss. Employees who experience additional reproductive loss events within a 12-month look back period can receive up to 20 days of protected leave. Employees may request additional unpaid time off from their supervisor. Employees may elect to use any accrued sick and vacation time to compensate for any unpaid time off during reproductive loss leave.

SRD will maintain the confidentiality of any employee requesting reproductive loss leave and cannot terminate, discriminate, or retaliate against employees for exercising their rights under the law.

### **Time Off for School Activities/Day Care Visits**

An employee who is the parent, guardian, stepparent, foster parent, or grandparent, or a parent who stands in loco parentis to a child enrolled in kindergarten through grade 12 or is attended by a licensed child care provider, with reasonable advance notice to the General Manager, will be granted time off without pay for up to forty (40) hours per calendar year, but no more than eight (8) hours in any calendar month to engage in the following activities:

1. Find, enroll, or re-enroll their child in a school or with a licensed childcare provider;
2. Participate in the activities of the school or licensed childcare provider of a child; or
3. Address a childcare provider or school emergency.

"Child care provider or school emergency" means that the employee's child cannot remain in a school or with a child care provider due to one of the following: 1) The school or child care provider has requested that the child be picked up or has an attendance policy that prohibits the child from attending; 2) the child is exhibiting behavioral or discipline problems; 3) closure or unexpected unavailability of the school or child care provider, excluding planned holidays; 4) a natural disaster, including fire, earthquake, or flood.

In addition to the foregoing, with reasonable advance notice, employees may take time off to attend a school disciplinary conference upon the request of the school principal/administrator.

If more than one parent of a child is employed by SRD, only the parent who first gives notice of the need to take such a leave may do so, and the other parent may only simultaneously take time off for the same reason with approval by the General Manager.

Employees may be required to use accrued vacation time to receive pay for leaves taken for these purposes; otherwise, leaves taken for these purposes will be unpaid. SRD reserves the right to request that the employee furnish written documentation from the school or licensed childcare provider as proof that the employee participated in the activities on the specific date and time. Failure to provide written verification may be grounds for disciplinary action, up to and including termination of employment.

No employee will be subjected to discharge, threats of discharge, demotion, suspension, or discrimination as a result of taking time off for the activities as permitted under this section.

### **Time Off for Voting**

Employees are encouraged to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If an employee is unable to vote in a statewide election during their non-working hours due to the employee's work schedule, SRD will grant the employee up to two (2) hours of paid time off to vote.

Employees should request time off to vote from their supervisor at least two (2) working days before an Election Day. Time off will be scheduled at the beginning or end of the workday; whichever provides the least disruption to the normal work schedule and the most-free time for voting, unless otherwise agreed upon in advance.

The employee must submit a voter's receipt on the first working day following the election to qualify for paid time off.

### **Volunteer Firefighter, Reserve Peace Officer, or Emergency Rescue Personnel Leave**

Employees may also take time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel (an officer, employee, or member of a fire department, a sheriff's or police department, or a disaster medical response entity sponsored or requested by the state). If an employee is a health care provider, they should notify SRD at the time of being designated as emergency rescue personnel and when deployment is scheduled as a result of that designation.

Exempt employees who work any part of a workweek in which they take such a leave will be paid for that workweek only; otherwise, leaves taken for these purposes will be unpaid. However, employees may elect to substitute accrued vacation time to receive pay during leaves taken for these purposes.

# Section 8

Management hopes that every employee's employment with SRD is lengthy, challenging, and satisfying. However, if an employment relationship with us ends, the information in this section is designed to help guide the separating employee.

### **Voluntary Resignation**

Resignation is a voluntary act initiated by the employee to terminate employment with SRD. Although advance notice is not required, SRD requests at least two (2) weeks' advance written notice from employees to allow for a smooth transition of work and for any workload adjustments to be made. SRD reserves the right to accept the resignation on the day it is offered and terminate the employee immediately if the employee's services are no longer needed or circumstances warrant it.

An employee who fails to report to work for five (5) consecutively scheduled workdays without a legitimate reason, prior notice to, or approval by a supervisor will be deemed to have voluntarily resigned. Departing employees are required to return all office supplies, equipment, keys, passwords, and any other property belonging to SRD to the General Manager on or before their last day of employment.

### **Separation**

There may come a time, for a variety of reasons including those noted within this Handbook, when an employee's employment may be separated. Employees are required to return all office supplies, equipment, keys, passwords, and any other property belonging to SRD to the General Manager on or before their last day of employment.

### **Employment References**

The SRD's employment references policy is to verify only the employee's dates of employment and position(s) held. SRD will provide further information if it is legally required to do so. Any employee who receives a request for information about a former employee must refer the person making the request to the General Manager as only they are authorized to give reference checks on behalf of SRD. Any violation of this policy may result in disciplinary action, up to and including termination of employment.

### **Exit Meetings**

SRD may schedule an exit meeting with each employee who leaves its employment regardless of the reason for departure. This meeting provides an opportunity to discuss issues concerning benefits and insurance, and to return any company property in the employee's possession. An exit interview may also be conducted to provide a forum for employees to communicate their views regarding SRD.

### **Final Pay**

Upon separation from SRD, exiting employees will receive all compensation owed to them including salary or wages, overtime and any accrued, but unused vacation time according to the following schedule:

1. If the employee is terminated by SRD, the employee's final paycheck will be presented to them on their last day of employment.
2. If the employee resigns with at least 72 hours advance notice, the employee's final paycheck will be made available to them at their place of employment on their last day. With enough notice prior to resignation, direct deposit may also be an option. Employees who prefer direct deposit should alert

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## SEPARATION OF EMPLOYMENT

the General Manager.

3. If the employee resigns with less than 72 hours' notice, the employee's final check will be made available to them at their place of employment within 72 hours of the employee's last date of employment.

Please provide a written request to the General Manager with the current mailing address to have the final paycheck mailed.



## Employee Acknowledgment of Employee Handbook

### Please Sign and Return This Acknowledgment Within One (1) Week of Receipt

I acknowledge that I have received a copy of SRD's Employee Handbook. I understand that the Employee Handbook contains important information about SRD's personnel policies and my privileges, benefits, and obligations as an employee. I understand and agree that I am required to read, understand, and comply with the policies as set forth in the Employee Handbook. I have been given an opportunity to ask any questions that I may have regarding the policies and procedures contained in this Employee Handbook. I further understand that SRD may change, rescind, or modify the Employee Handbook at its sole discretion, at any time, with or without prior notice.

I understand that my employment relationship with SRD is at-will, which means that SRD and I each have the right to terminate the employment relationship at any time, with or without notice, with or without cause, for any reason whatsoever. SRD does not promise that my employment relationship will continue for a set period of time or specific term, or that my employment relationship can be terminated only under particular circumstances. I understand and agree that I have no express or implied employment contract for any specified term with SRD and that any benefits, policies, or procedures extended or implemented by SRD are not intended to and do not create an express or implied contract of employment. SRD reserves the right to change my hours of work, wages, benefits, and job duties at any time and to impose disciplinary action and take corrective action when warranted, up to and including termination.

I agree that if there is any policy or provision in this Employee Handbook that I do not understand, I will seek clarification from a supervisor or the General Manager.

I understand and agree that during the period of my employment, only a member of the Board of Directors has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to at-will employment and that any such agreement must be in writing and signed by a member of the Board of Directors and me.

I further understand and agree that this Employee Handbook supersedes and replaces any earlier agreements, handbooks, personnel manuals, policies, practices, guidelines, written or oral descriptions of the terms or conditions of my employment. I understand and agree that even if I fail to timely sign and return this Acknowledgment within one week, I would still be bound by SRD's policies and procedures contained in this Employee Handbook; however, SRD may terminate my employment.

My signature below certifies that I have read and understood the contents of SRD's Employee Handbook and agree to comply with its policies.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

(Please print, sign and forward this page Supervisor or General Manager)

## EMPLOYEE ACKNOWLEDGMENTS

### Employee Acknowledgment of Required Training and Unlawful Discrimination, Harassment, and Retaliation Policies

Please Sign and Return This Acknowledgment Within One (1) Week of Receipt

I acknowledge that I will complete the Harassment Prevention Training provided by Vector Solutions and have received a copy of SRD's Policies Against Discrimination, Harassment and Retaliation. I have read each of these policies, understand my rights under each of them, and agree to follow them. I understand any employee who engages in conduct prohibited by these policies will be subject to disciplinary action, up to and including termination.

I understand it is my obligation to refrain from engaging in conduct in violation of these policies and to report conduct which I believe violates these policies to enable SRD to take appropriate corrective action.

I also acknowledge that I have received a copy of the California Department of Fair Employment and Housing's Sexual Harassment Poster.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

### Employee Acknowledgment of Meal and Rest Period Policies

Please Sign and Return This Acknowledgment Within One (1) Week of Receipt

I acknowledge that I have read and understand SRD's meal and rest break policies. I understand my rights and understand that I am legally entitled to take meal and rest breaks.

My signature below acknowledges and certifies that I have familiarized myself with the policy. I agree that I will take such breaks as provided and/or scheduled for me. I also agree that if I am unable to take meal and/or rest breaks, that I will promptly notify my supervisor.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

(Please print, sign and forward to Supervisor or General Manager.)

**Additional SRD Policies**

1	<b>Cell Phone Reimbursement Policy</b>
2	<b>Child Abuse and Prevention Policy and Procedures</b>
3	<b>Covid Prevention Policy</b>
4	<b>Driving on SRD Business</b>
5	<b>Emergency Action Plan</b>
6	<b>Employee Training Policy</b>
7	<b>Good Faith Interactive Process</b>
8	<b>Grievance Procedures</b>
9	<b>Injury and Illness Prevention Program (IIPP)</b>
10	<b>Mileage Reimbursement Policy</b>
11	<b>Paid Holidays</b>
12	<b>PPE Assessment Through Written Certification Process</b>
13	<b>Pre Employment Application - Medical Center of Marin</b>
14	<b>Pre Employment Physical Exam</b>
15	<b>Reasonable Accommodation Policy</b>
16	<b>Summer Staff Behavior Policy</b>
17	<b>Volunteer Release and Waiver of Liability Form</b>
18	<b>Workplace Violence Prevention Policy - In progress</b>