



# **Strawberry Recreation District Employee Handbook**

*Effective Date – March 1, 2026*

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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.

**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 All previously issued Handbooks and any inconsistent policy statements, or memoranda are superseded.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



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## INTRODUCTION

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. Our goal is to provide a work environment that is conducive to both personal and professional growth. 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 of employment.

### 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, live meeting, etc. However, if possible, employees are encouraged to confirm their complaints in writing.

Employees with work-related concerns should discuss them with their direct supervisor if possible. For all other matters, the employee may contact or file a complaint with any supervisor, 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 alters 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. This policy applies to all areas of employment.

SRD is an equal opportunity employer committed to providing a work environment free of harassment, discrimination, and/or retaliation. SRD policy prohibits harassment and discrimination based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), race (including hair texture and protective 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, ancestry or caste, citizenship or immigration status, physical, intellectual, or mental disability, medical condition, AIDS/HIV status, genetic information, request for accommodation for disability, 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 against whom a qualifying act of violence is committed (such as domestic violence, sexual assault, stalking, or certain other violent conduct) criminal history (including arrests and records of conviction), off duty use of marijuana that does not affect attendance or performance of job duties, outside of work hours, and without use of SRD's equipment or property, political affiliation, position in a labor dispute, application or participation in a public assistance program, prior salary history or protected communications regarding wages, any other characteristic or status, or any other basis protected by federal, state, local law, ordinance or regulation. Additionally, SRD policy prohibits discrimination not just because of one protected trait, but also because of the combination (intersectionality) of two or more protected bases. SRD policy also prohibits harassment and discrimination, based on the perception that anyone has these characteristics or is associated with a person who has, is perceived as having, or is affiliated with the listed characteristics.

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## EMPLOYMENT AND CULTURE AT SRD

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.

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 employment opportunity 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.

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 in which employees have a right to:

- A work environment free of discrimination, harassment, and retaliation.
- 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.
- A full, impartial, and prompt investigation by SRD representative or designee into allegations of conduct that would violate this policy.
- Be timely informed of appropriate information related to the outcome of an investigation either as a complainant or a respondent in the investigation.
- Be free from retaliation or reprisal after filing a complaint or participating in the complaint process.
- 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.

### Pay Equity and Transparency

SRD will not base pay decisions solely on prior wages or salaries. In addition, SRD will not base pay decisions based on 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 scales are available for all positions. Employees wishing to see the pay scale for their position may speak with their supervisor or the General Manager.

### **Policy Against Discrimination and Harassment**

SRD is committed to providing a work environment that is free of harassment, discrimination, and/or retaliation in any setting inside or outside of the workplace. 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 sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), race (including hair texture and protective 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, ancestry or caste, citizenship or immigration status, physical, intellectual, or mental disability, medical condition, AIDS/HIV status, genetic information, request for accommodation for disability, 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 against whom a qualifying act of violence is committed (such as domestic violence, sexual assault, stalking, or certain other violent conduct) criminal history (including arrests and records of conviction), off duty use of marijuana that does not affect attendance or performance of job duties, outside of work hours, and without use of SRD's equipment or property, political affiliation, position in a labor dispute, application or participation in a public assistance program, prior salary history or protected communications regarding wages, any other characteristic or status, or any other basis protected by federal, state, local law, ordinance or regulation. Additionally, SRD policy prohibits discrimination not just because of one protected trait, but also because of the combination (intersectionality) of two or more protected bases. SRD policy also prohibits harassment and discrimination, based on the perception that anyone has these characteristics or is associated with a person who has, is perceived as having, or is affiliated with the listed characteristics.

#### **Prohibited Conduct**

SRD has zero tolerance for discrimination or harassment by employees or any applicants, vendors, customers, independent contractors, interns, volunteers, visitors, and any other third party based on an employee's protected characteristics. Conduct prohibited by this policy is unacceptable in any setting inside or outside of the workplace, including during work or company-related activities. SRD will not tolerate harassing conduct based on any protected characteristic which:

1. Affects an employee's tangible job benefits
2. Unreasonably interferes with work performance, or
3. Creates an intimidating, hostile or offensive work environment for employees

#### **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

Employees are expected to communicate respectfully and professionally at all times. Any use of the following prohibited conduct may result in immediate disciplinary action, including termination of employment.

Examples of prohibited discrimination and harassment include:

1. **Verbal harassment:** use of negative stereotypes, epithets, slurs, insults, derogatory jokes or comments about an employee's race, religion, color, national origin, ancestry, accent, disability, sex, sexual orientation, gender identity, age, or any other protected characteristics. This includes making threats of deportation, derogatory comments about a person's immigration status, mocking their accent, language proficiency, place of worship, or comments or jokes related to all protected characteristics
2. **Written harassment:** sending offensive memoranda, letters, notes, emails, cards or text messages that target an employee's protected characteristics
3. **Physical harassment:** any unwanted touching, assault, blocking normal movement that interferes with an employee's work performance or create an intimidating, hostile or offensive work environment because of a person's protected characteristics
4. **Visual harassment:** unwelcome staring or leering, displaying derogatory cartoons, drawings, computer displays, videos, social media posts, posters, symbols, photos or making gestures that stereotypes an employee's protected characteristics or
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

## Sexual Harassment

SRD is committed to providing an environment that is free of sexual harassment. These policies prohibit 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. SRD's policy also prohibit any unwelcome sexual advances and requests for sexual or social favors, where submission to or rejection of such conduct is used as the basis of a decision to award a tangible job benefit or to take adverse action.

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.
6. **Cyberstalking.** Proscribed harassment using electronic communication, such as e-mail, instant messaging (IM) or social media, or messages posted to a website, blog or discussion group.

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## EMPLOYMENT AND CULTURE AT SRD

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.

### 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, Investigation and Corrective Action

SRD has established a complaint, investigation and corrective action process that ensures that each complaint is treated confidentially, to the extent possible 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. Any employee who becomes aware of an incident of harassment must immediately notify the General Manager so that SRD can try to resolve the matter, or else will be subject to disciplinary action. Any employee 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.

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 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. 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, including termination of employment. Further, any employee who violates this policy may be personally liable for monetary damages, without regard to any liability on the part of SRD.

Consistent with this policy, SRD provides information about employees' right to a workplace free of discrimination and harassment. These identify governmental agencies such as the California Civil Rights Department and the federal Equal Employment Opportunity Commission (EEOC), either of which an employee may contact directly for information on how and when to file a complaint.

### **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.

### Whistleblower Protection and Policy Against Retaliation

SRD strictly prohibits retaliation or intimidation against an employee for reporting suspected illegal behavior or engage 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.

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

1. Reports 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. Files a bona fide complaint or claim with the Labor Commissioner for unpaid wages
3. Testifies or is about to testify in a proceeding on behalf of themselves, or others in such forums
4. Refuses to participate in activities that would result in a violation of a local, state, or federal law, rule, or regulation
5. Reports theft, fraud or money laundering
6. Reports 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
  - c. cooperates with or participating in SRD's internal complaint procedure or any external complaint procedure.
  - d. cooperates with or participating in an investigation of a complaint.
7. Refuses to attend meetings or communications intended to express SRD's views on political or religious matters\*

SRD promotes a culture of transparency and accountability. For this reason, employees are encouraged to report concerns about safety, ethics, or misconduct without fear of retaliation. SRD will take all reports seriously, investigate complaints, and take prompt corrective action. Any employee who experiences or witnesses any conduct that they believe to be a violation of this policy should immediately follow the complaint procedures described above under the Complaint Procedures, Investigation and Corrective Action section. Any employee who becomes aware of any such concerns must immediately notify Human Resources so that SRD can try to resolve the matter internally, or else will be subject to disciplinary action.

\*Political matters include elections, legislation, regulations, political parties, and labor organizations. Religious matters include affiliation, practice, or support of religious groups. Employees who choose not to attend such meetings will not face retaliation or adverse action and will continue to be paid if they are scheduled to work during the meeting. This policy does not restrict communications required by law, necessary for job duties, part of academic programs, or related to public entity policies or regulations.

Each complaint will be taken seriously and will receive a prompt response, investigation, and closure. Each complaint will be 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. SRD has established a complaint process 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. 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, including termination of employment.

### Reasonable Accommodations

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.

#### 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

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.

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.

### Available Reasonable Accommodations

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.

**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.

**Reasonable Accommodations for Victims of a Qualifying Act of Violence:** SRD also complies with any and all federal, state, and local laws pertaining to victims of crime and will provide reasonable accommodations for a victim of domestic violence, sexual assault, stalking, or other qualifying act of violence who requests an accommodation for their safety while at work. Reasonable accommodations may include the implementation of safety measures, including a transfer, reassignment, modified schedule, changed work telephone, permission to carry telephone at work, changed work station, installed lock, assistance in documenting a qualifying act of violence that occurs in the workplace, an implemented safety procedure, or another adjustment to a job structure, workplace facility, or work requirement in response to a qualifying act of violence, or referral to a victim assistance organization.

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.

**Pregnancy Accommodations and Lactation Breaks:** SRD provides reasonable accommodations and leaves for employees who have pregnancy and childbirth related medical conditions and allows breaks for lactating employees who need to express breast milk during work hours, unless providing such accommodations would be an undue hardship on the business operations. A copy of this policy will be disseminated to every newly hired employee and to any employee who requests pregnancy and childbirth-related accommodations or leave, or who needs breaks for lactation.

**Reasonable Accommodations Relating to Pregnancy and Lactation:** SRD will provide accommodations and time off as necessary for pregnant or lactating employees in a manner no less favorable than those provided to other employees not affected by pregnancy but similar in their ability or inability to work. Examples of reasonable accommodations might include and are not limited to allowing for bathroom breaks, periodic rest, assistance with manual labor, job restructuring, modified work schedules, and temporary transfers to less strenuous work. SRD will respond to such requests within 5 business days.

### Breaks

Breaks for lactation shall, if possible, run concurrently with employee's meal period or rest breaks; otherwise, any additional breaks may be unpaid.

### Lactation Space

SRD will provide breastfeeding employees with space close to the employee's work area that is shielded from view and free from intrusion from co-workers and the public to express breastmilk. No restrooms will be used for lactation purposes. Employees are entitled to a lactation space that is safe, clean, and free of toxic or hazardous materials; contains a place to sit, a surface to place a breast pump and personal items; and has access to electricity and a sink with running water and a refrigerator in close proximity to employee work area.

SRD expressly prohibits retaliation against lactating employees who request time to express breast milk at work and/or who lodge a complaint related to the right to lactation accommodations. 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 SRD denies a request for Lactation Accommodation, it will save the written denial. These records will be maintained for 3 years from the date of request.

### Workplace Immigration Documentation, Inspections, and Detentions

SRD will comply with all federal and state workplace 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 and complete the Employment Eligibility Verification Form I-9 within 3 business days of their first day 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.

Consistent with its obligations under CA workplace immigration laws, SRD will only allow immigration agency personnel to enter its work premises to conduct an inspection of any of its employee records if they have one of the following documents:

1. A subpoena for employee records or demand for an employee to appear as a witness in a case, which would include a specific time and place
2. A judicial warrant that is signed by a judge upon a finding of probable cause (and not just an administrative warrant or warrant of deportation or some other document issued by a government agency but not actually signed by a judge); or
3. A Notice of Inspection of I-9 Employment Eligibility Verification Forms or other records covered in a valid notice

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## EMPLOYMENT AND CULTURE AT SRD

Within 72 hours of receiving a Notice of Inspection of I-9 Employment Eligibility Verification Forms or other employment records, SRD will post a notice in the workplace and provide notice to each employee with a copy of the Notice of Inspection and any accompanying documents. The notice will include:

1. the name of the immigration agency
2. the date SRD received the notice of the inspection
3. the nature of the inspection to the extent known, and
4. a copy of the Notice of Inspection

Upon reasonable request, SRD will provide affected employees who may lack work authorization or whose documents have deficiencies with a copy of the Notice of Inspection of I-9 forms. Unless SRD is given specific instructions by federal immigration authorities to the contrary, within 72 hours of receiving the results of an I-9 or other records inspection, SRD will provide each current affected employee a copy of the notice of the results, along with written notice of SRD's and the employee's obligations arising from the inspection results. This notice will be delivered by hand in the workplace or by mail and email if hand delivery is not possible. The notice will include:

1. a description of any and all deficiencies and other items identified by the immigration agency
2. the time period for correcting any deficiencies
3. time and date of any meeting with the employer to correct identified deficiencies, and
4. notice to the employee of their right to representation during any meeting scheduled with the employer

If an employee is arrested or detained at the worksite or outside the worksite during work hours or in the course of their job duties if SRD has actual knowledge of the arrest or detention, SRD will notify the employee's designated emergency contact as provided by the employee at the time of hire.

# 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 (salaried):** Employees who are in executive, administrative, or professional positions and paid on a salary basis, and not eligible for overtime pay or participate in tip pools.
2. **Non-exempt employees (typically hourly, full-time or part-time):** 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. **Temporary and 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 and are not entitled to any paid benefits except paid sick leave and workers' compensation insurance coverage.

### 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, although employees' work hours may differ depending on business needs.

Business hours and work schedule 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 schedules with another employee. Otherwise, employees will be responsible for working their assigned schedule. 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 workday 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, and when able, but no later than one (1) hour before the start of the scheduled start time for each day of the absence. Employees must talk or text 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

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## WORK HOURS AND COMPENSATION

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 three (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.

### 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 the General Manager with 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

Employees will be addressed by the names and pronouns they designate, however their legal names must be used 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.

### Direct Deposit

SRD encourages employees to enroll in SRD's direct deposit plan by completing an authorization form. 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 timesheets for payroll purposes. This includes the actual start and end times of each day, the beginning and end of meal periods, and any overtime worked. Employees shift time begins at the time they are at their designated desk, station or place to physically begin working. Parking and walking into the facility is not included in actual work time. 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 the 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 worktimes 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 approved time off, unless in emergencies or when authorized in advance by their supervisor.

## 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.

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 for each week worked to be used within each calendar month. The 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. If the total shift is no more than 6 hours, this break can be waived by mutual consent. 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.

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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 can be obtained from the employee's supervisor and must be signed by both the employee and supervisor. Under no circumstances will 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 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. Reporting to work is defined as being required to show up, call or log in to check if you are required for your shift and may trigger reporting time 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 will 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

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## WORK HOURS AND COMPENSATION

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 Interruptions: Inclement Weather, Natural Disasters and Emergency Conditions

When the business is closed or an employee is unable to come into the worksite as a result of extreme weather conditions, natural disasters, power outages, and/or equipment failures, these guidelines and procedures must be followed. Under these circumstances, SRD may have to cooperate with government and safety officials to assess the situation to ensure the safety and wellbeing of all employees as well as the security of the premises. SRD will notify employees by telephone and email once Human Resources determines whether it is safe to continue to operate on-site and if they can remain open. Employees who have questions about company procedures and work assignments during such emergency circumstances should contact their supervisor or the General Manager for assistance.

### Reporting to Work

When this occurs, employees must contact Human Resources or their supervisor before the start of the workday to receive instructions about whether to report to work that day. If employees are unable to come to work due to extreme weather conditions, natural disasters, power outages, or emergency conditions, including transportation difficulties, they are expected to notify their supervisors as soon as reasonably possible. If employees have already reported to work and then conditions warrant rescheduling of work or closure of SRD, supervisors may send employees home and provide them with the name of a designated company supervisor to contact for further instructions if they are uncertain about whether to return to work the next day.

### Work-site Closure

In the event that the company determines that it must close for safety or security reasons or equipment or power failures, employees may be assigned alternative duties consistent with their skills, qualifications, and abilities, including performance of essential services, assisting with safe evacuations and securing of the work premises. Certain employees may be assigned to assist with monitoring the facility or provide support services to ensure continuity of business operations during a campus closure. Other employees may be assigned to work on an "on call" basis as the need arises until SRD can resume full operations.

### Safety

Any employees who are injured as a result of these circumstances must follow SRD's procedures for reporting workplace injuries to Human Resources. If emergency medical attention is needed, please call 911 or seek treatment at the nearest medical facility. SRD's policy requires that to the extent feasible any such injury be reported within 24 hours so that the claim can be reported to our workers' compensation carrier. All

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## WORK HOURS AND COMPENSATION

employees are expected to cooperate fully with security, law enforcement, emergency and medical personnel that respond to a call for help. Employees must not put themselves in peril, but if qualified, may provide first aid to injured persons.

### **Pay and Continuation of Group Benefits**

SRD complies with all applicable wage and hour laws during emergency closures. Employees who are classified as hourly or non-exempt will be paid for time worked and on-call time, but they will not be paid for time not worked. Employees who are classified as salaried or exempt will receive their full pay for any workday or workweek in which they perform any work. In the case of a long-term business interruption, employees may be eligible for state unemployment insurance and/or other government benefits made available.

# 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 enrollment forms and are available upon request to their supervisor or the 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 must 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. The SRD benefit coverage amount is subject to change, based on SRD Board decisions. Ample notification will be given to employees if/when benefit coverage amounts are changed.

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 their 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 for any reason other than gross misconduct or resignation);
2. The employee becomes entitled to benefits under Medicare;
3. A dependent child losing coverage due to a qualifying event like aging off a parent's plan (usually at 26), divorce, or the parent's death. In the event of the employee's death, divorce, or legal separation of a spouse from the covered employee.

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 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.

### Company Holidays

As a government agency, SRD is closed on most federal holidays. If a full-time exempt or non-exempt employees 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

For non-exempt employees, holiday pay will be prorated based on an employee's average hours worked over the previous period. To receive holiday pay, an employee must be normally scheduled to work on that day. Holidays falling on Saturday or Sunday will be observed on a day indicated by SRD. 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 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 on unpaid leaves of absence will not be eligible for holiday pay.

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.

### Unpaid Time Off

Employees should notify the General Manager via email at least two (2) weeks in advance of requesting unpaid time off. 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. Unpaid time off may only be taken when no paid time off balance is available and must be pre-approved by the General Manager Note: unpaid time-off may be denied. If an employee calls in sick after being denied unpaid time off, the employee may be subject to termination. 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:

<u>Length of Employment</u>	<u>Accrual Rate Per Hour Worked</u>	<u>Annual Accrual Rate</u>	<u>Accrual Cap</u>
Hire Date through end of 5 <sup>th</sup> year	0.0385 per hour	10 days	35 days
Start of 6 <sup>th</sup> year through end of 10 <sup>th</sup> year	0.05775 per hour	15 days	35 days
Start of 11 <sup>th</sup> year and beyond	0.077 per hour	20 days	35 days

Exempt employees accrue vacation at a rate based on 80 hours worked per pay period. Non-exempt employees accrue vacation only for regular (non-overtime) hours worked, up to a maximum of 80 hours per pay period. Exempt and non-exempt employees also accrue vacation while using SRD paid leave, based on the number of hours used. Vacation will not accrue at any time an employee is not using SRD paid leave.

Non-exempt employees may take vacation time in hourly 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. A maximum of 280 hours of unused vacation may be accrued.

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.

Employees accrue vacation while working and while on paid leave and accrue sick time only while working, but not while on paid leave. Vacation and sick time will not accrue while on any kind of unpaid time off, regardless of length of employment.

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, and can only be accrued when an employee is working, and not on paid or unpaid leave for more than two weeks. Administrative time will be prorated for the quarter(s), if an employee's leave during that time extends beyond two weeks. It is up to an employee to manage their Admin Leave. Admin time off may be taken in a minimum of 2-hour increments.

### **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. 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.

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, organ or bone marrow donations, or for any of the purposes listed in SRD's Crime Victims Leave policy.

Employees may also use PSL for a family member or designated person who is sick or need 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 the General Manager to declare their selection of designation and may do so at the start of their leave.

Absences for exempt employees who have no sick time accrued, may use other time off if available. Otherwise, this time off will be unpaid. 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 for that day. Partial day absences will not be granted without prior approval from a supervisor. When exempt employees do not have any accrued time off, they will receive their full day's pay for any day on which they performed any work. In this specific situation, for the one day's hours not worked, an exempt employee's leave balance may

go negative to account for their time off. Time off that accrues in the next pay period will cover the negative balance before going back into a positive time off balance. Subsequent days not worked, will not be paid and exempt employees may not continue to accrue a negative leave balance.

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

Part-time non-exempt employees accrue paid sick leave at the rate of one (1) hour for every 30 hours worked beginning at date of hire. Paid sick leave *use* is capped at 40 hours per calendar year unless the employee works in a city where this is prohibited or has a higher usage cap. Paid sick leave *accrual* is capped at a maximum total accrual of 80 hours or 10 days. Employees must take sick time off in increments of at least two (2) hours. For non-exempt employees, paid sick leave accrues on all hours worked, including overtime. Full-time exempt employees' paid sick leave accrues based on a 40-hour workweek, unless their normal workweek is less than 40 hours, in which case, the employee shall accrue paid sick leave based on their normal workweek schedule.

Employees accrue paid sick leave only for hours worked and during periods in which they are receiving paid leave from Strawberry Recreation District (SRD). Paid sick leave does not accrue during any period of unpaid leave, unpaid time off, or other unpaid absence, regardless of the employee's length of service. If an employee is receiving partial pay from SRD while on an approved leave of absence, paid sick leave will accrue on a prorated basis, based on the amount of eligible paid hours for which the employee is compensated by SRD.

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. If the employee reports to the General Manager, and the General Manager is on vacation or out sick, the employee must still contact the GM and report all sick time. If the GM is not available, the GM will designate another employee or Board member to report sick time or any other request for leave during the time the GM is not available.

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. In the case of a full-time employee being absent without notification, any unused vacation pay will be used to cover time not worked, and will be deducted from vacation time paid out upon separation.

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 day 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.

### Eligibility

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.

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.

### California State Disability Insurance (SDI)

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](#).

### CalPERS

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, employees who work more than 999 hours in a calendar year, 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 based on current CalPERS policy.

An explanation of CalPERS 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.

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

### Artificial Intelligence (AI) Use Policy

This policy establishes guidelines for the use of artificial intelligence, machine learning technology, and automated decision-making (collectively referred to as “AI”) tools in the workplace, with a focus on protecting sensitive company information, employee data, and proprietary or trade secrets. The guidelines below apply to all employees, contractors, vendors, partners, interns, and other individuals who use, design, develop, implement, manage, or interact with AI tools while performing work for SRD.

AI tools can enhance productivity and creativity, but their improper use may expose SRD to risks, including breaches of confidentiality, data leaks, or legal liabilities. Acceptable use and safeguards to ensure the protection of sensitive information, eliminate bias(es) in the recruitment process, and maintain the ethical use of AI in the workplace are outlined below.

#### Prohibited Use of AI Tools

Employees are strictly prohibited from using AI tools to:

1. **Process Sensitive Data:** Do not input confidential or proprietary company information, employee data, Personal Identifiable Information (PII), or trade secrets into AI platforms, including but not limited to financial data, client or customer information, HR records or employee information, or passwords, authentication details, or security protocols;
2. **Develop or Share Trade Secrets:** Never use AI to develop, manipulate, or share proprietary information, existing company documents or procedures without authorization.
3. **Personal Accounts:** Do not use personal accounts for work-related AI tasks unless authorized.
4. **AI Integration:** Do not integrate any AI tool with internal Company software without first receiving specific written permission from your direct supervisor or IT

#### Acceptable Use of AI Tools

AI tools may be used for the following purposes, without disclosing sensitive or confidential information:

- Drafting content such as templates, policies, emails, or marketing materials.
- Brainstorming ideas for projects or initiatives.
- Researching publicly available information.
- Assisting SRD in making employment decisions about applicants or employees, including, but not limited to recruitment, hiring, retention, promotions, transfers, performance monitoring, discipline, demotion, or terminations, with the oversight and judgement of SRD and its employees in evaluating tasks performed or work product prepared by AI tools.

#### Basic Rules for AI

- **AI Use:** Do not use AI or other automated decision-making data alone without human oversight for assessments such as in legal, hiring, or qualification for service delivery.
- **Audit System:** Implement an audit system to monitor outcomes of AI-based hiring or employment decisions, so SRD is not inadvertently screening qualified candidates from protected groups.
- **Data Anonymization:** Ensure data is anonymized, generalized, and does not reveal specific details about SRD, its employees, or clients.
- **Verify Outputs:** Always review and verify AI-generated content for accuracy, relevance, bias, discriminatory impacts, appropriateness, and compliance with SRD standards before using it.

- **Approval Required for High-Stakes Use:** Obtain written approval from the General Manager before using AI tools for any task involving client deliverables, legal documentation, or public-facing communications.
- **Compliance with Privacy Laws:** Ensure the use of AI tools adheres to applicable data protection laws (e.g., GDPR, HIPAA, CCPA) and internal data protection policies.
- **AI Disclosure:** Employees or others working on behalf of SRD must inform their direct supervisor when using AI to perform work and will not represent work generated by AI as being their own original work. Employees will notify clients, vendors, customers, stakeholders or other third parties when using AI to perform work, prepare work products, or generate public-facing content (e.g., newsletters, blog posts, social media).
- **Procurement and Vendor Review:** Before onboarding any AI tool or vendor, SRD must review its terms of service, privacy policy, data retention practices, and compliance with California data laws.
- **Intellectual Property and Ownership:** All AI-generated content created on behalf of SRD is the property of SRD. Employees should respect the intellectual property rights of third-party data owners.

### Potential Risks

- **Unsecured Platforms:** Avoid using unverified or non-company-approved AI platforms that may store or share data.
- **Bias in AI Outputs:** Be cautious of biases in AI-generated content and ensure inclusivity and fairness.
- **Misleading or Inaccurate Content:** AI tools may produce factually incorrect outputs. Always cross-check critical information.
- **Over-Reliance:** Do not depend solely on AI tools for decision-making.

SRD reserves the right to monitor the use of AI tools on company networks and devices. Violations may result in disciplinary action, up to and including termination of employment. If you suspect misuse of AI tools, have accidentally misused AI inappropriately, or identify any risks associated with its use, report the issue immediately to your supervisor or the General Manager.

We aim to balance the benefits of AI tools with protecting our company, employees, and clients from risks. Nothing in this policy is designed or intended to interfere with, restrain, or prevent employee communications regarding wage, hours, or other terms and conditions of employment or any other rights protected by the National Labor Relations Act.

### Backpacks, Bags, and Personal Items

Employees should exercise caution in bringing personal items or valuables such as bags, backpacks, or purses to work. SRD cannot ensure a secure place to store personal items; therefore, we strongly discourage employees from bringing them 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 Property” 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 SRD. 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, employer documents and templates, 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, will 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.

### **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. 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 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 their supervisor, 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, customers, 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 their supervisor or 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 their supervisor.

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 employee's supervisor.

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 business casual attire which is appropriate for their position. Occasionally, and at the discretion of management, certain circumstances may require more professional attire.

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 and be unfaded. Shirts with logos, shorts and athletic wear are not permitted.

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

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.

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.

### Company Technology

SRD provides 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. During meal and rest breaks, employees who have their own designated computer may use them for legal internet browsing and use. 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. Under certain circumstances, employees who use electronic messages for company business, outside of SRD's 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. Prior approval is needed for taxi, Uber, or Lyft rides.

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 will be reimbursed for work-related miles at the prevailing rate determined by the IRS each year. The mileage driven from your home to the first work location and last work location to home is not reimbursable and is part of a normal commute. Reimbursable work-related miles are all miles driven between the first work location to the last work location during a workday. Any personal miles driven during the workday will not be reimbursed.

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.

Reimbursement may be denied if there is reason to believe that the expenditures are inappropriate or extravagant. Abuse of this 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 should contact the General Manager 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.

### 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.

### **Mobile Device and Telephone Usage**

SRD allows the use of employee's personal devices (such as cell phones, tablets, smart watches, or personal laptops) for work convenience. Excessive personal device use during the workday can interfere with productivity and be distracting to others. SRD reserves the right to revoke this privilege if users do not abide by the policies and procedures outlined below.

#### **Personal Devices**

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

#### **Acceptable Use of Personal Devices**

- Acceptable activities are those that directly or indirectly support SRD.
- Uses for the following purposes may only occur while on a break or during meal periods. Personal calls and texts, unless dealing with an emergency, in which case employees should notify their supervisor, recreational activities, reading books or game playing.
- 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 personal 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.**

### Use of Personal Devices While Driving

Except for emergency situations, while driving for work-related reasons, employees are prohibited from sending or receiving calls, reading, or sending text or email messages, using cellular phones or electronic wireless communications devices unless the wireless 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 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/function of the handheld 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 will be responsible for the payment of any penalties or fines issued and damages as a result of any accident caused by the employee.

### Company Phone and Voicemail Systems

Phone and voicemail systems should be utilized for business purposes only and remain 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 communications, employees should always use the approved greeting and speak in a courteous and professional manner.

### Security and Support of Devices

- Connectivity issues are not supported by IT; employees should contact the device manufacturer or their carrier for operating system or hardware-related issues.
- Devices must be presented to IT for proper configuration of security set-up and installation of standard apps, such as browsers, work productivity software and security tools, before they can be used for work purposes.
- In order to prevent unauthorized access, devices must be protected with a strong password to access SRD's 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.

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

### 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.

### Personnel Records

SRD maintains a personnel file for each employee. The files include confidential information such as the employee's job application, resume, documentation of performance appraisals and salary increases, work related training programs attended and completed, and other employment records.

### Personal Information Updates

SRD relies upon the accuracy of information contained in the employment application and presented during the hiring process and throughout your employment. Any misrepresentations, falsifications, or material omissions in the employment records may result in termination of employment. Employees are responsible for informing Human Resources of any changes in their personnel data (including name changes, home addresses, telephone numbers, and individuals to be contacted in the event of an emergency). Such information should be accurate and current at all times.

### Access to Personnel Records

These files are the property of SRD, so employees may not alter or remove any records, but employees who request to review their own files should submit a Request to Inspect or Copy Own Payroll or Personnel Records, which can be obtained from Human Resources. Employees may also request itemized statements of their own paychecks for copying or inspection within 21 calendar days from the date of their request. Employees can request access to records relating to the employee's education and training, including the name of the training provider, the duration and date of the training, the core competencies of

the training, and the resulting certification or qualification. 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 related to the investigation of a possible criminal offense, letters of reference, ratings, reports or records that were obtained prior to employees' employment. SRD has the right to redact the names of any non-supervisory employees from any records made available for inspection or copying. SRD does not retain payroll or personnel records beyond four years following the termination of employees' employment, unless required by law.

Every reasonable effort is made to keep the information confidential; access is limited to only those who have a legitimate business reason to review the information. However, SRD will cooperate with requests from law enforcement or local, state, or federal government agencies conducting audits or investigations, or in response to legal process, like subpoenas, discovery requests or court orders.

### **Confidentiality of Medical Information**

Employees' medical information will be 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 employees' medical information. Anyone who inappropriately discloses such information will be subject to disciplinary action, including termination of employment.

### **Personal Identification Information**

Employees are prohibited from disclosing protected Personal Identification Information acquired and retained by SRD to any third party or from one country to another without prior management approval. "Personal Identification Information" includes individually identifiable information about employees, customers, or other individuals, such as their Social Security numbers, background information, credit card or banking information, health information, or other non-public information entrusted to SRD regarding an individual's personal identity, regardless of whether such information is maintained in SRD's Personnel Files.

Employees must not use or disclose any Personal Identification Information that they produce or obtain during employment with SRD, except to the extent such use or disclosure is necessary to perform their job duties. Employees may not use or disclose Personal Identification Information for any reason even after the termination of the employment relationship with SRD. Any misuse or unauthorized disclosure of Personal Identification Information may result in immediate termination, as well as potential personal and criminal liability for employees.

### **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.

### 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, edibles 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® (X), 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® (X), 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. An employee who engages in social media activity that identifies themselves as a SRD employee, or as a person who in any way relates to SRD, 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. 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 of employment.
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 employee's supervisor.
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.

### 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 working areas during working time. "Working time" is all time when an employee is engaged in work tasks, but does not include meal periods, rest breaks, or time before or after the scheduled workday. "Working areas" includes company premises where business is conducted. 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 or company platforms, such as company email, slack, zoom, etc., 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.

# Section 5

### 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 required to turn off cell phones or put them on vibrate before starting their car. Employees may consider changing their voicemail message to indicate that they are unavailable to talk, as they are driving. 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, reading, or changing radio stations or music is also 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. Speeding, traffic or parking tickets are the sole responsibility of the employee and will not be paid or reimbursed by SRD.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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 will be required to submit proof of a current and valid state driver's license.

### Drug and Alcohol Policy

SRD is committed to maintaining a safe and healthy work environment for its employees. While SRD will not discriminate against employees who choose to use cannabis during non-working hours and away from the work premises, employees who work under the influence of drugs and alcohol compromise these interests by endangering the health and safety of themselves and others and can therefore be subject to disciplinary action. Alcohol and substance abuse in the workplace can cause a number of work-related problems, including absenteeism and tardiness, poor productivity and substandard job performance, an increased workload for co-workers, and inferior quality of service to clients and customers. To maintain a safe and healthy working environment and preventing accidents and injury to its employees and others, SRD prohibits employees from working under the influence of alcohol and drugs.

For purposes of this policy:

1. "Illegal drugs or other controlled substances" include any drug or substance that (a) is not legally obtainable; (b) is legally obtainable but has not been legally obtained; or (c) has been legally obtained but is being sold, distributed or used unlawfully; or (d) cannabis (also referred to as "marijuana"), even if prescribed by a physician to be used for medicinal purposes, when used during working hours or when off duty use negatively impacts workplace safety, employees' performance or attendance.
2. "Legal drug" means any drug, including any prescription drug or over-the-counter drug, which has been legally obtained and that is lawfully sold, distributed, or used, including marijuana, even if prescribed by a physician.
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 a suspicion that is based on specific, objective observations, including, but not limited to:
  - a. observation of drug use or possession;
  - b. 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;
  - c. disheveled appearance, slurred speech, swaying, uncoordinated movement, breath odor, erratic attendance and work performance;
  - d. job-related accident resulting in property damage or physical injury;
  - e. evidence that a previous drug test was tampered with; or
  - f. information provided to management by an employee, law enforcement, security personnel, or other persons believed to be reliable.

This 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 other employees, customers, visitors or third parties;
2. Posing a risk of 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 conduct on the work premises or facilities, but also covers activities that occur while an employee is conducting or performing work on behalf of SRD, regardless of the location, or in any work-related setting outside of the workplace, such as during business related meetings where consumption of alcohol is to excess. This policy also applies when an employee is responsible for the operation, custody, or care of facilities, equipment, property, or vehicles owned or leased by SRD, or when an employee is operating their own vehicle in SRD or on a customer's property.

This policy is not intended to discriminate against an employee in hiring or termination, or any term or condition of employment, or otherwise penalize an employee based on the use of cannabis or marijuana during off duty hours and away from the workplace or customers' sites, unless such use interferes with workplace safety, attendance, or work performance. Employees are not permitted to possess, be impaired by, use, share, or sell marijuana to others, whether obtained legally or prescribed by a doctor, during working hours or on work sites.

### **Alcohol and Illegal Drugs**

No employee may use, abuse, possess, transfer, share, distribute, manufacture, or sell any illegal drugs, including marijuana used for medicinal purposes, controlled substances, including marijuana or alcohol, during working hours, on work or customer premises, while conducting business for SRD or in any manner inconsistent with the law.

### **Prescription Drugs**

The purchase, sale, use, manufacture, distribution, dispensation, possession, or abuse of any legal prescription drug, including medically prescribed marijuana, that endangers the employee or others or in a manner inconsistent with law is strictly prohibited and can result in termination of employment. Employees who are using prescription or over-the-counter drugs that may impair their ability to safely perform the job or affect 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.

### **Drug and Alcohol Testing Based on Reasonable Suspicion**

Supervisors should be attentive to the performance and conduct of those who work with them and should not allow an employee to work in an impaired condition or to otherwise engage in conduct that violates this policy. When a supervisor or manager has reasonable suspicion that an employee is working in an impaired condition, SRD reserves the right to require that the employee submit to a drug and/or alcohol test. The employee may be asked about the circumstances giving rise to reasonable suspicion of drug and/or alcohol use and be given an opportunity to provide an explanation. If management determines that a drug and/or alcohol test is warranted, the employee may be required to submit a urine sample for testing. An employee who is unable to provide a urinalysis due to a physical, medical or other condition may request a blood, breath or other test as a reasonable accommodation. Refusal to submit to testing or sabotage of the testing process may result in termination of employment. SRD also reserves the right to search the employee's personal property, as set forth more fully in the Inspections and Searches on Company Premises Policy.

### Violation of Policy and Disciplinary Action

SRD reserves the right to determine the facts surrounding any situation giving rise to reasonable suspicion of drug and/or alcohol use and whether the facts warrant disciplinary action, including sending the employee home from work or 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. If SRD reasonably suspects that the conduct might violate any laws, however, it may involve law enforcement. Conviction for the illegal use, sale, or possession of narcotics, drugs, controlled substances, or prescription drugs off duty or off the premises or working under the influence of alcohol, may result in termination of employment. Employees must notify SRD within two days of any criminal conviction for use, sale, or the trafficking of drugs.

### Confidentiality

Disclosures made by employees to management concerning their use of prescription drugs will be treated confidentially and will not be revealed to others unless there is a work-related reason to do so, for example, to determine whether the employee can safely continue working or for the purposes of providing reasonable accommodations. Disclosures made by employees to management concerning their participation in any drug or alcohol rehabilitation program will be treated confidentially. Results from a drug and/or alcohol test will be maintained in a separate file from the employee's personnel file and kept confidential, except as required to determine reasonable accommodations, to administer emergency treatment, or by law.

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.

***Because SRD is deeply concerned about the safety and well-being of all employees, it will pay for a taxi, or car service ride one way for any employee who becomes alcohol-impaired at a Company-sponsored function.***

***If an employee chooses not to take a taxi and instead drive their vehicle, SRD will not be responsible for any accidents, injury to the employee or others, damage to property, tickets, or legal action taken against the employee.***

### Inspections and Searches on Company Property

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' clothing, 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) 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. Investigating workplace injuries or incidents;
3. Periodic inspections to identify any unsafe work conditions;
4. Communicating safety policies to employees;
5. Compliant recordkeeping.

A complete copy of the IIPP as well as any additional required safety plans are kept by the IIPP Program Administrator and are saved in a location that is accessible to all employees at all times.

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 Program Administrator. **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.**

#### CA ONLY

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 Program Administrator 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 Program Administrator.

## Personal Protective Equipment (PPE) and Training

SRD may require employees to wear certain PPE to protect the health and safety of our employees and patrons. Employees will be provided with the required PPE upon hire. If replacements are needed, employees should speak with the General Manager. 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.

SRD 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 communicable illnesses. Employees with any questions should speak with the Program Administrator.

## 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 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:

- 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:

- Activate the nearest fire alarm (if safe to do so and installed)
- Call 911
- 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 breathe 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
- 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 situation, 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

### 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

To ensure the security of the work environment and the welfare of its workforce, only employees of SRD and authorized personnel are allowed to be on premises. SRD requires that employees be alert to security risks and follow these rules at all times:

1. Employees must obtain approval from their supervisor or manager in advance of having a visitor enter the workplace.
2. Immediately notify management of suspicious persons, or persons acting in a suspicious manner, in or around work premises.
3. Immediately notify management of the loss of keys or identification badges or any personal device with company information.
4. Do not lend keys or identifications badges to anyone who is not authorized to possess them.
5. Do not disclose computer passwords, electronic door codes, or any other security access information to any unauthorized personnel.
6. 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.

7. After-hours access to the workplace is limited to those employees who need to work late. Employees who expect to work past assigned hours must obtain approval before any overtime is worked.
8. 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 will 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.

### Workplace Video Monitoring

For the safety of employees and security of SRD's premises and property, SRD has installed video cameras, which can alert management of any criminal activity (including trespassing, break-ins, robberies, and altercations) or safety breaches. Employees must understand that their activities may be recorded for these legitimate purposes. Video cameras will not be installed in restrooms, employee changing areas, lactation break rooms, or other areas where employees and customers may have a reasonable expectation of privacy. Otherwise, employee privacy rights do not extend to their use of work areas or activities, or on Company property.

These recordings are the exclusive property of SRD and may be used in any civil or criminal proceedings as evidence of any acts of violence, misconduct, theft, damage to property, or other activities that violate laws or SRD policies. Any employee caught tampering with SRD's security video recording devices, recording employees or customers without their consent, or engaging in any misconduct or criminal activities can be subjected to disciplinary action, including immediate termination of employment.

### Workplace Violence Policy

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 must 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, must 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 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.

SRD provides a Workplace Violence Prevention Plan (WVPP) outlining procedures for all aspects of workplace violence prevention.

### 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:

1. Immediately seek medical treatment to ensure proper and timely medical care;
2. Notify the General Manager as soon as possible;
3. Complete a claim form and return it to the General Manager ; and
4. 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 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 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 voicemail 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 thereafter, 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, 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.**

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 available leaves and any questions pertaining to them.

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

1. Family Medical Leave Policy (FMLA)
2. Jury Duty and Witness/Victim Testimony Leave
3. Military Leave
4. 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. Military Spouse Leave
9. Organ and Bone Marrow Donor Leave
10. Paid Family Leave (PFL)
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. Exempt employees do not accrue admin time while on paid or unpaid leave. Quarterly admin time will be prorated based on days worked for the quarter.

### **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 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 or step-parent, sibling or step-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 within 30 days 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 CFRA which 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 will 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 elect to use any available paid 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 and receipt of SDI or 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 leave accrue employment benefits, such as sick and vacation time, or seniority only when sick and vacation time is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual.

### 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 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 cannot 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 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. Leave taken for this purpose will not create a break in the employee's continuous service for purposes of seniority or benefit entitlements. 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**

#### **Leave Pertaining to Official Proceedings for Crime Victims**

An employee, including, but not limited to, an employee who is a victim, will be granted unpaid time off from work in order to serve as required by law on an inquest jury or trial jury (if the employee, prior to taking the time off, gives reasonable notice to the employer that the employee is required to serve), appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding (where for purposes of such appearances "victim" includes an employee against whom any crime has been committed), 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 means an individual against whom a qualifying act of violence is committed, which includes:

1. Domestic violence; or
2. Sexual assault; or
3. Stalking; or
4. An act, conduct, or pattern of conduct that includes any of the following: bodily injury or death to another individual; an individual exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual; an individual uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.

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, grandparent, child, grandchild, sibling, or designated person was 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, grandparent, child, grandchild, sibling, or designated person from the perpetrator of a crime or offense listed above or other evidence from a court or prosecuting attorney that the employee or the aforementioned family member appeared in court; or
3. Documentation from a medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider, or counselor that the employee, the employee's spouse, domestic partner, parent, grandparent, child, grandchild, sibling, or designated person was undergoing treatment or seeking or receiving services directly related to the qualifying act of violence 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.

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

In addition to the leave described above, if an employee or an employee's spouse, domestic partner, parent, grandparent, child, grandchild, sibling, or designated person (which means any individual related by blood or whose association with the employee is the equivalent of a family relationship) is the victim of domestic violence, sexual assault, stalking, or other qualifying act of violence as set forth above, the employee will be granted unpaid leave to:

1. Seek, obtain, or assist a family member with medical attention for injuries, or provide care to a family member who is recovering from injuries; or
2. Seek, obtain, or assist a family member to seek or obtain services from a domestic violence shelter, program, rape crisis center, victim services organization or agency; or
3. Seek, obtain, or assist a family member to seek or obtain psychological counseling or mental health services; or
4. Participate in safety planning or take other actions to ensure health, safety, or welfare of the victim or their child and prevention from future domestic violence, sexual assault, stalking, other qualifying act of violence; or
5. Relocate or engage in the process of securing a new residence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or childcare, limited to a total of five (5) days; or
6. Seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult; or
7. Prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding; or
8. Obtain or attempt to obtain any relief, including but not limited to a temporary restraining order, restraining order or other injunctive relief, to help ensure the health, safety, or welfare of the employee or of the family member of the victim.

The employee may identify the designated person at the time the employee requests the leave under this policy. Employees may designate only one (1) person as their designated person per 12-month period. Employees should update the General Manager to declare their selection of designation and may do so at the start of their leave.

Employees may use any accrued time off to seek medical attention or counseling, to attend legal proceedings,

or find safe shelter. Otherwise, leaves taken for this purpose will be unpaid. If the employee's family member is a victim who is not deceased as a result of crime, and the employee is not a victim, the total leave an employee may take under this policy is limited to ten (10) days. In all circumstances, the total leave an employee may take under this policy is limited to twelve (12) weeks. 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 spouse, domestic partner, parent, grandparent, child, grandchild, sibling, or designated person was a victim of a crime or offense listed above;
2. A court order protecting or separating the employee, the employee's spouse, domestic partner, parent, grandparent, child, grandchild, sibling, or designated person from the perpetrator of a crime or offense listed above or other evidence from a court or prosecuting attorney that the employee or the aforementioned family member appeared in court; or
3. Documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider, or counselor that the employee, the employee's spouse, domestic partner, parent, grandparent, child, grandchild, sibling, or designated person was undergoing treatment or seeking or receiving services directly related to the qualifying act of violence listed above.

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, stalking, or other qualifying act of violence who requests an accommodation for their safety while at work.

### **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, if possible. The duration of such a leave cannot 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.

### **Family Medical Leave Policy (FMLA)**

Employees may be entitled to a leave of absence under FMLA which 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 will 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 elect 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.

### 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.

### Key Employees

SRD retains the right to deny reinstatement to certain salaried "key" employees under the following conditions:

- An employee requesting reinstatement is among the highest paid 10% of salaried employees within seventy-five (75) miles of the worksite at which the employee worked at the time of the leave request.
- Reinstatement would cause substantial and grievous economic injury to SRD's operations.
- The employee is notified at the time SRD determines the refusal is necessary.

### **Jury Duty and Witness/Victim Testimony Leave**

Employees will be granted unpaid 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 summons) to their supervisor.

Employees may receive a stipend from the court for their jury service. Exempt employees will receive their full weekly salary for any work-week 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 use any available, accrued time off 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 will apply to an officer or enlisted member of the National Guard of any state who is called to active duty, has received a certificate of satisfactory service, and 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) will 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) will 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) will be restored to the former position, or to a position of similar seniority, status, and pay, if any exists, and b) will 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. 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 CFRA or with leave under FMLA.

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

Employees may be entitled to 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.

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 PFL are available at the State of California EDD, 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.

### Pregnancy Disability Leave (PDL)

#### 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 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.

#### 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 PFL, administered by the California EDD.
- 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, obtain a transfer, 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, transfer, 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, transfer, or PDL.

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

Employees also may be entitled to additional rights under 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 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 PDL 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.

### 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 to 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, 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. To attend a school disciplinary conference upon request of the school/principal/administrator
4. 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.

Employees may elect 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.

Employees may also take up to fourteen (14) days off per calendar year for fire, law enforcement or emergency rescue training. SRD requires documentation from the Fire Chief (or proper authority) that supports the emergency duty.

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

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## SEPARATION OF EMPLOYMENT

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 business 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 business supplies, equipment, keys, passwords, and any other property belonging to SRD on or before their last day of employment.

### Employment References

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 payroll department.

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 of employment.

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 agree not to upload this Employee Handbook to any large language model or artificial intelligence application.

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 to 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 SRD's Online Training Modules within 30 days of becoming employed at SRD and have received a copy of SRD's Policy 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 that 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 – Not included in June 2026 Review – Previously updated/approved

	<b>Year Updated</b>	<b>Policy Name</b>
1	2026	Boundary Policy
2	2023	Cell Phone Reimbursement Policy
3	2023	Child Abuse and Prevention Policy & Procedures
4	2024	Covid Prevention
5	2023	Driving on SRD Business
6	2025	Emergency Action Plan (EAP)
7	2025	Employee and Volunteer Questionnaire
8	2024	Good Faith Interactive Process
9	2025	Grievance Procedures
10	2025	Injury and Illness Prevention Program (IIPP)
11	2023	Mileage Reimbursement Policy
12	2024	Paid Holidays
13	2024	PPE Assessment Through Written Certification Process
14	2022	Pre Employment Application – Medical Center of Marin (Facilities Only)
15	2022	Pre Employment Physical Exam (Facilities Only)
16	2023	Reasonable Accommodation Policy
17	2023	Summer Staff Behavior Policy
18	2024	Volunteer Release and Waiver of Liability Form
19	2026	Workplace Violence Prevention Policy