



**Orangevale  
Recreation & Park District  
Personnel Policy  
Manual**

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# 1 INTRODUCTION

These personnel policies are issued by the Orangevale Recreation & Park District, hereby further referred to as “the District”, as its guidelines concerning your employment with the District. These policies are established to ensure that the purpose for which the District was established is met while providing equitable and consistent guidelines for employee responsibilities and development.

Nothing in these personnel policies is intended to create a contract of employment with the District, or to create an expectation of continued employment for any specified term. Employment with the District is at the mutual consent of the District and its employees. Accordingly, either the District or its employees may terminate the employment relationship at will, at any time, with or without cause, and with or without advance notice.

It is obviously not possible to anticipate every situation that may arise in the workplace or to provide information that answers every question an employee might have. In addition, future circumstances will undoubtedly require that policies, practices, and benefits change. Accordingly, the District’s Board of Directors reserves the right to modify, amend, supplement, or rescind any provisions contained in these personnel policies as necessary or appropriate without prior notice. Employees will be advised of any changes.

If you have any questions concerning any employment-related matters, please discuss the situation with your supervisor.

Each employee will be given a copy of the Personnel Policies and is responsible to know its contents. At the time of employment, every employee will be required to complete the required federal withholding tax certificate (Form W-4) and other documents required by law, plus those necessary to process the new employee into the organization.

## **2 MISSION AND VISION**

Orangevale Recreation & Park District is an Independent Special District (Governed by an Elected Board of Directors) in the community of Orangevale within the unincorporated area of the County of Sacramento.

### **OVPARKS VISION STATEMENT**

Creating Community through People, Parks, and Programs.

### **OVPARKS MISSION STATEMENT**

To provide recreational experiences to individuals, families and communities by:

- Fostering human development
- Providing safe, secure and well-maintained parks and facilities
- Connecting communities through trails
- Promoting health and wellness
- Increasing cultural unity
- Facilitating community problem solving
- Protecting natural resources
- Strengthening community image and sense of place
- Supporting economic development

### **3 GENERAL EMPLOYMENT INFORMATION**

#### **3.1 At-Will Employment**

Employment with the District is at the mutual consent of the District and its employees. Accordingly, either the employee or the District may terminate the employment relationship at will, at any time, and with or without cause or advance notice.

#### **3.2 Not a Civil Service Employer**

The District is not a civil service employer and does not in any way operate under the civil service system. The District does have a classification plan and each employee is subject to classification based on his job description and accompanying pay schedule.

#### **3.3 Equal Employment and Non-Discrimination**

##### **3.3.1 Equal Opportunity Employer**

The District is an equal employment opportunity employer, and employment decisions are made on the basis of merit, experience and other bona fide occupational qualifications. The District is committed to complying with all applicable laws providing equal employment opportunities. District policy prohibits unlawful discrimination based on race, color, caste, religious creed (including religious dress and grooming practices), sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, religion, marital status, age (over 40), national origin or ancestry, physical or mental disability, medical condition (including cancer and genetic conditions), genetic information, sexual orientation, veteran or military status, domestic violence victim status, reproductive health decision-making, political affiliation, or any other consideration made unlawful by federal, state or local laws. The District may make employment decisions on the basis of bona fide occupational qualifications when permitted by law. This policy applies to all persons involved in the operation of the District, including employees, directors, other officers, contractors, consultants and vendors. This policy applies to all areas of employment, including recruitment, hiring, training, promotion, transfer, termination, reduction in force, compensation and other benefits.

##### **3.3.2 Reasonable Accommodations**

The District is committed to complying with applicable federal, state, and local laws governing reasonable accommodations of individuals, including, but not limited to, the Americans with Disabilities Act (ADA) and the Fair Employment and Housing Act (FEHA). To that end, the District will endeavor to make a reasonable accommodation to applicants and employees who have

requested an accommodation or for whom the District has notice may require such an accommodation, related to an individual's:

- Disability, meaning any physical, medical, mental, or psychological impairment, or a history or record of such impairment;
- Sincerely held religious beliefs and practices;
- Needs as a victim of domestic violence, sex offenses, or stalking;
- Needs related to pregnancy, childbirth, or related medical conditions; and/or
- Any other reason required by applicable law, unless the accommodation would impose an undue hardship on the operation of our business.

Reasonable accommodations can take many forms. The District will work with the employee to determine what accommodation is appropriate for the employee, given the employee's unique circumstances, that does not impose an undue hardship on the District. Unless otherwise required by law, an accommodation must enable an employee to perform the essential functions of their position. To the extent necessary and appropriate based on the request, the District will attempt to explore the existence and feasibility of alternative accommodations as well as alternative positions for the employee. The District is not required to provide the specific accommodation sought by the employee, provided the alternatives are reasonable and either meet the specific needs of the employee or specifically address the employee's limitations.

Any employee who would like to request an accommodation based on any of the reasons set forth above should contact the HR Representative. Accommodation requests can be made in writing or verbally. Unless otherwise required by law, the District may request that the employee provide supporting documentation. Cooperating with the District by returning requested information in a timely fashion is required.

Even if the employee has not formally requested an accommodation, the District may initiate an interactive dialogue under certain circumstances, such as when the District has knowledge that employee's performance at work has been negatively affected and a reasonable basis to believe that the issue is related to any of the protected classifications set forth above, in compliance with applicable law. In the event the District initiates an interactive dialogue, it should not be construed as the District's belief the employee requires an accommodation, but will serve as an invitation for the employee to share with the District any information the employee desires to share, or to request an accommodation.

The District will endeavor to keep confidential all communications regarding requests for reasonable accommodations and all circumstances surrounding the employee's underlying reason for needing an accommodation.

The District will not allow any form of retaliation against employees who have requested an accommodation, for whom the District has notice may require such an accommodation, or who otherwise engage in the interactive dialogue process.

Employees with questions regarding this policy should contact the HR Representative.

### **3.3.3 Reasonable Accommodation for Pregnant Workers**

The District will provide reasonable accommodations to employees and applicants with limitations related to pregnancy, childbirth or related medical conditions, unless the accommodation will cause undue hardship to the District's operations.

An employee or applicant may request an accommodation due to pregnancy, childbirth or a related medical condition by submitting the request to the HR representative. The accommodation request should include an explanation of the pregnancy-related limitations, the accommodation needed and any alternative accommodation(s) that might be reasonable. Depending on the nature of the accommodation, the individual may be requested to submit a statement from a health care provider substantiating the need for the accommodation.

Upon receipt of a request for accommodation, the HR Representative will contact the employee or applicant to discuss the request and determine if an accommodation is reasonable and can be provided without significant difficulty or expense, i.e., undue hardship.

While the reasonableness of each accommodation request will be individually assessed, possible accommodations include allowing the individual to:

- Sit while working;
- Drink water during the workday;
- Receive closer parking;
- Work a modified schedule;
- Receive appropriately sized uniforms and safety apparel;
- Receive additional break time to use the bathroom, eat, and rest;
- Temporarily transfer to a different position that the employee is able to perform;
- Take time off to recover from childbirth;

- Be excused from strenuous activities and/or activities that involve exposure to compounds deemed unsafe during pregnancy.

An employee may request paid or unpaid leave as a reasonable accommodation under this policy; however, the District will not require an employee to take time off if another reasonable accommodation can be provided that will allow the employee to continue to work.

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

### **3.3.4 Complaint of Discrimination**

Any applicant or employee who believes that he or she has been subjected to any form of unlawful discrimination may provide a written or verbal complaint to their supervisor, the District Administrator Human Resources Representative, or the Board Chair. Complaints of discrimination shall be addressed pursuant to the complaint procedure set forth in the District's Policy Against Harassment and Discrimination. The District will not retaliate against an employee for filing a complaint and will not knowingly permit retaliation by management employees or co-workers. If an employee believes he or she has been subject to retaliation, then the employee may file a complaint with the District in the same manner as provided in the Policy Against Harassment and Discrimination.

## **3.4 Hours of Work**

The hours of work, including authorized absences with pay, of all full-time employees, except the District Administrator, shall be normally considered a total of forty (40) hours per week. A nonexempt employee may be required to work in excess of forty (40) hours per week whenever the business of the District may necessitate it, and such a nonexempt employee will receive compensatory time off or overtime pay if the hours worked exceed forty (40) hours per week. Please see the District's Overtime Policy/CTO for additional information. A 9-80 alternate work week schedule is available upon request for some positions. If an employee requests a 9-80 work schedule, and it is approved by both the Department Head and the District Administrator, the 9-80 Alternate Work Week Schedule Request and Agreement can be signed and implemented.

Lunch period is normally one hour in duration and is not compensated. Lunch should be taken between the hours of 11:00 a.m. and 2:00 p.m. as established by your supervisor. Dependent upon work conditions, a supervisor may opt to allow a thirty (30) minute lunch period, in-lieu of a sixty (60) minute lunch period.

All employees are allowed one fifteen (15) minute rest period for every four hours of work or major portion thereof. Rest periods should fall as close to the middle of this four-hour period as possible and cannot be added to the beginning or end

of the day, or to the beginning or end of a lunch break. While there is no set schedule for breaks, an employee may take restroom breaks as needed. If an employee's workload or community resident demands prevent an employee from taking at least a fifteen (15) minute break in the morning and/or afternoon, they should advise their supervisor so that arrangements can be made to allow the employee to do so. The District assumes, unless an employee notifies their supervisor otherwise, that they are taking the break periods to which the employee is entitled.

### **3.5 Office Hours**

The District Office shall remain open for the transaction of business between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday. The Recreation office will open for special recreation program registration as is advertised in the local paper and the District Activity Guide. This includes occasional evening and Saturday hours.

### **3.6 Employment Verification Requests**

The designated HR Representative, Department Head, or District Administrator are the only positions authorized to release information about past or present employees. The District will only release information concerning a past or present employee upon receipt of a written authorization unless otherwise required to do so by law. Such information will be limited to the employee's title, dates of employment and salary, unless further information is required by law to be disclosed. The District will cooperate with any governmental agencies authorized by law to obtain additional information on an employee.

## **4 SELECTION OF EMPLOYEES**

### **4.1 Employment of Board Members and Relatives of Employees**

It is the policy of the District that Board members are not eligible for employment with the District until one (1) year after the expiration of their term of office.

Current Board members' relatives shall not be employed by the District.

It is also the policy of the District that relatives of employees shall not be hired, promoted or transferred into positions in which one relative may supervise, directly or indirectly, any other relative, or work in a capacity which would allow an employee to evaluate or control the terms, condition, performance or circumstances of employment of a relative. Relatives of employees shall not be employed in any position in which the employment of such relative has the potential for adversely impacting the safety, security, morale or efficiency of supervision or function of other employees, or in which there may be created an actual or potential conflict of interest or the appearance of a conflict of interest. No relatives may be hired, transferred or promoted into the same department without the approval of the District Administrator.

This policy does not apply to program volunteers or to employees who are employed prior to the time such employee's relative becomes a member of the Board.

A "relative" shall be defined as a son, daughter, brother, sister, parent, grandparent, aunt, uncle, cousin, niece, nephew, spouse, domestic partner, or a person sharing the same household/cohabitating (in a marriage-like relationship). Half-relatives, step-relatives, adopted relatives, and in-laws are included in these restrictions.

### **4.2 Employment Application**

Every applicant for a position with the District must complete an employment application and all such information is subject to verification. Falsification can be cause for disciplinary action, including but not limited to discharge, when discovered.

### **4.3 Immigration Law Compliance**

The District will fully comply with all federal immigration laws. These laws require that all individuals pass an employment verification procedure before they are permitted to work. This procedure has been established by law and requires that individuals provide satisfactory evidence of their identity and legal authority to work in the United States no later than three (3) business days after beginning work. Accordingly, all newly hired employees must go through this procedure.

#### **4.4 Pre-Employment Physical and Drug Screening**

All applicants for employment shall be physically qualified to perform the essential functions of the position for which employment is being sought. For certain positions the District will require a medical examination after an offer of employment has been made to a job applicant and prior to the commencement of the employment duties of such applicant. The District will condition the offer of employment on the results of such examination which shall include an examination by a medical doctor to determine the applicant's ability to perform the job-related physical activity requirements of the job prior to the commencement of employment duties by the applicant.

For certain positions the District will require a drug screening test after an offer of employment has been made to a job applicant and prior to the commencement of the employment duties of such applicant. The District will condition the offer of employment on the results of such test. The drug test will be conducted pursuant to the Alcohol and Drug-Free Workplace Policy. (See Appendix A)

#### **4.5 Pre-Employment Background Screening**

The District will require pre-employment background screening for all positions the District Administrator deems necessary after an offer of employment has been made to a job applicant and prior to commencement of the employment duties of such applicant. The District will condition the offer of employment on the results of such background investigation. A pre-employment background check is a sound business practice that benefits everyone. It is not a reflection on a particular job applicant. Any applicant who refuses to sign a release form authorizing such screening will not be eligible for employment.

All new employees and independent contractors who have supervisory authority and/or who provide instructional or recreational services for children or adults will be fingerprinted by live scan and processed through the Department of Justice (DOJ) and/or the Federal Bureau of Investigation (FBI) for criminal background screening.

Certain volunteer positions may also require live scan fingerprinting and processing through the Department of Justice (DOJ) and/or the Federal Bureau of Investigation (FBI) for criminal background screening. All fingerprinting record requests are conducted according to the regulations administered by the Department of Justice.

The District may also conduct pre-employment background screenings and reference checks on its own or through a third party. All screenings are conducted in strict conformity with the Federal Fair Credit Reporting Act, the Americans with Disabilities Act, and state and federal anti-discrimination and privacy laws. Under the Fair Credit Reporting Act (FCRA), all background screenings are done only after a person has received a disclosure and has

signed a release. Refusal to sign a release authorizing a pre-employment background screening and reference check may be grounds for refusing to extend and/or withdraw an offer of employment with the District.

A job applicant has certain legal rights to discover and to dispute or explain any information prepared by the third-party background-screening agency. If the District intends to deny employment wholly or partly because of information obtained in a pre-employment check conducted by the District's consumer reporting agency, the applicant will first be provided with a copy of the background report, a statement of rights, the name, address and phone number of the consumer reporting agency to contact about the results of the check or to dispute its accuracy. The District also reserves the right to conduct a background screening any time after employment to determine eligibility for promotion, reassignment or retention in the same manner as described above.

Background checks may include verification of information provided on the completed application for employment, the applicant's resume or on other forms used in the hiring process. Information to be verified includes, but is not limited to, social security number and previous addresses. The District may also conduct a reference check and verification of the applicant's education and employment background as stated on the employment application or other documents listed above. The background check may also include a criminal record check. If a conviction is discovered, a determination will be made whether the conviction is related to the position for which the individual is applying or would present safety or security risks before an employment decision is made. A criminal conviction does not necessarily bar an applicant from employment.

Additional checks such as a driving record or credit report may be made on applicants for particular job categories if appropriate and job related.

All screening reports are kept strictly confidential and are only viewed by individuals in the District who have direct responsibility in the hiring process. All screening reports are kept and maintained separately from an employee's personnel file.

#### **4.6 Hiring Authority**

The hiring of the District Administrator is the responsibility of the Board of Directors. Selection of full-time salaried employees is the responsibility of the District Administrator. The District Administrator may delegate hiring of non-supervisory personnel to Department Heads. Department Heads shall participate in the selection, discipline and/or discharge of non-supervisory personnel.

#### **4.7 Salary Schedule**

All full-time employees are paid according to the full-time salary schedule adopted by the Board of Directors. A new employee may start at a step higher than the first pay grade upon approval of the District Administrator, up to and

including step three or midpoint of the pay range. Any start point higher than midpoint requires Board approval.

All part-time employees are paid according to the part-time salary schedule adopted by the Board of Directors. A new employee may start at a step higher than the first pay grade upon approval of the District Administrator, up to and including step three or top step of the pay range.

## **4.8 Conflicts of Interest**

Employees are expected to devote their best efforts and attention to the full-time performance of their jobs. Moreover, employees are expected to use good judgment, to adhere to high ethical standards, and to avoid situations that create an actual or potential conflict between their personal interests and the interests of the District. A conflict of interest exists when the employee's loyalties or actions are divided between the District's interests and those of another, such as a relative, competitor, supplier, or customer. Both the fact and the appearance of a conflict of interest should be avoided. Employees unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest should discuss it with their immediate supervisor or the District Administrator for clarification.

### **4.8.1 Personal Relationships**

To implement this objective, the District will attempt to avoid assignments that involve actual or potential conflicts of interest, as well as working relationships involving relatives or individuals with close personal relationships that may potentially lead to complaints of favoritism, lack of objectivity, employee morale or dissension problems that can result from such relationships. In accordance with this policy, relatives of employees, directors and individuals with whom employees reside will not be eligible for employment with the District in any situation where potential problems of supervision, safety, security or morale exists, or where personal relationships create an actual or potential conflict of interest, cause disruption, or create a negative or unprofessional work environment. For purposes of this policy, relatives mean an employee's parent, child, spouse, brother, or sister or stepparent, stepchild, stepbrother or stepsister and any parent, child, brother or sister of an employee's spouse. As noted above, the policy is not limited to relatives and applies to other situations involving actual and potential conflicts of interest.

If two employees become subject to the restrictions of this policy after they are hired, the District Administrator shall determine within three (3) months of receiving notice of such occurrence, whether or not potential problems noted above exist, or whether an accommodation can be made which may avoid the need for one of the two employees to be transferred, reassigned or terminated.

#### **4.8.2 Other Potential Conflicts**

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

- a. Accepting personal gifts, entertainment or remuneration of any type from competitors, customers, contractors, vendors, suppliers, or potential suppliers. This policy shall not prevent an employee from attending a lunch paid for by a vendor or contractor after completion of a project in which such vendor and /or contractor has been involved, provided such attendance has been approved by the District Administrator.
- b. Using proprietary or confidential District information for personal gain or to the District's detriment.
- c. Having a direct or indirect financial interest in or relationship with a competitor, customer, or supplier, except that ownership of less than one percent (1%) of the publicly traded stock of a corporation will not be considered a conflict.
- d. Using District property or labor for personal use.
- e. Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to the District.
- f. Committing the District to give its financial or other support to any outside activity or organization without the approval of the Board of Directors.

## **5 TYPES OF EMPLOYMENT**

Employment with the District is at will and may be terminated at any time, with or without cause. All employees are therefore at will employees regardless of classification. The District has established a Resolution of the Orangevale Recreation & Park District Establishing Classes of Regular Employment and Salary Ranges (the "Salary Resolution") which is set forth as Appendix A attached hereto. The Salary Resolution may be modified and/or amended from time to time by the Board of Directors. If there is a conflict between the definitions contained herein and the definitions contained in the Salary Resolution, the definitions in the Salary Resolution shall prevail.

### **5.1 Regular Employee**

A regular employee is any employee who occupies a regular position whether full-time or part-time, in the class which is designated as career type employment in the District's Salary Schedule, and any regular employee who temporarily transfers to a temporary position.

#### **5.1.1 Full-time Employee**

A full-time employee has an established job classification in a permanent position as set forth in the District's Salary Resolution, works a standard work week of forty (40) hours over a full twelve (12) month year, has successfully completed the initial introductory period and is entitled to employee benefits. An employee is not entitled to use vacation until the satisfactory completion of six (6) months of employment.

#### **5.1.2 Part-time Employee**

A part-time employee has an established job classification in a regular position as set forth in the District's Salary Schedule, works a standard work week of less than 40 hours over a full twelve (12) month year, and has successfully completed the initial introductory period. A part-time employee gets paid on an hourly basis and receives partial employee benefits proportionate to the number of hours worked as defined in Section 7.

### **5.2 Exempt Employees**

In addition to the categories listed in this section, employees are categorized as either "exempt" or "non-exempt" for purposes of applicable wage and hour laws. Employees classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. Such salary may be paid less frequently than weekly. The employee will be informed of these classifications upon hire and informed of any subsequent changes to the classifications.

The following positions are exempt:

District Administrator  
Park Superintendent  
Recreation Supervisor / Manager / Superintendent  
Admin Services Supervisor / Manager

### **5.3 Extra Help Employee**

An extra help employee is employed for a period of short duration, whether part-time or full-time, in a position which either is designated as extra help in the District's Salary Resolution or is not contained therein.

### **5.4 Intermittent Appointment**

An intermittent appointment is made where no regular position exists, but where funds are provided to maintain adequate coverage of work for short periods of time at frequent intervals, or where positions are of a recurring nature. Intermittent appointments shall not exceed the full-time equivalent of nine (9) months employment in any calendar year. Persons appointed as "intermittent" shall not acquire regular status and shall not be entitled to employee benefits except as required by law. Employees who are class instructors and stipend coaches are considered intermittent appointments.

### **5.5 Seasonal Appointment**

A seasonal appointment is a short-term appointment to fill a temporary need, usually related to a time of the year. A seasonal appointment shall not exceed the full-time equivalent of nine months employment in any calendar year. Persons appointed as "seasonal" shall not acquire regular status and shall not be entitled to employee benefits except as required by law.

### **5.6 Temporary Appointment**

A temporary appointment is of limited duration (less than six months) and which is not recurrent. Time spent under such appointment shall not constitute a part of the introductory period. Persons appointed as "temporary" shall not acquire regular status and shall not be entitled to employee benefits except as required by law.

### **5.7 Independent Contractor**

An independent contractor is a person with special skills or services that are provided to the District by means of a written contract signed by the contractor and the District Administrator or a person as designated by the District Administrator.

The contract shall fully describe the service to be provided, starting and ending date of service, method of payment (percentage, stipend, hourly, monthly or

annually), termination or cancellation of services and whatever other information is applicable or required by legal counsel.

The contractor is not an employee of the District and is not entitled to employee benefits or payments. The contractor is responsible for reporting their income to the Internal Revenue Service and for paying any applicable taxes or fees. The contractor is also responsible for providing their own insurance if they employ any helpers or assistants during the course of performing their independent contractor duties.

## **6 EMPLOYEE COMPENSATION & ADVANCEMENT**

### **6.1 Introductory Period**

New regular full-time and regular part-time employees will serve an introductory period not to exceed twelve (12) months. The employee will be reviewed, skills tested and overall evaluated during this period. Upon satisfactory completion of the introductory period, the employee may be eligible for a salary review. Advancement will be based upon not only satisfactory job performance, but will also include other factors such as potential for further training, education, knowledge of the job, physical and mental requirements.

Successful completion of the introductory period in no way alters the at-will nature of the employment relationship.

### **6.2 Employee Performance Evaluations**

Performance evaluations provide an objective, consistent, and fair way to evaluate each of the employees on the job effectiveness. The evaluation process informs employees of their standing with the District and communicates expected standards of performance within their respective job descriptions. Evaluations are also used to discuss standards in areas where improvement is needed. The District Administrator or designated supervisor will conduct performance evaluations upon an employee's completion of the introductory period and annually thereafter. Employees may comment orally or in writing regarding the evaluation, and the District Administrator or designated supervisor, shall attach any written comments by the employee to the evaluation or provide space on the evaluation form for such comments.

Evaluations may also be conducted at any other times at the discretion of the District Administrator. Evaluations will be reviewed in a private meeting between the employee, the District Administrator, and/or the employee's supervisor. Employees will be allowed to see the evaluations, sign the forms, and receive a copy. A copy of the form will also be included in the employee's personnel file.

### **6.3 Regular Full-Time Employees**

All regular full-time employees shall begin employment at the first step of the salary range for the position which they are hired. Increases to steps two and three can be discussed with the District Administrator to verify funding and approval prior to offering the employee the position. An employee's annual step increase is based on the employee's satisfactory performance evaluation, and is to be given on the anniversary date of completion of the introductory period. In the event of an unsatisfactory performance evaluation, no step increase will be given.

Once the top of the salary schedule is reached, the employee will be eligible for only cost of living and/or merit increases at the recommendation of the District Administrator and subject to the approval of the Board of Directors.

The District Administrator may choose to reclassify the employee and/or place the employee on a new salary schedule with the Board of Directors approval or if approved as part of the annual budget. Cost of living increases are not automatic and are subject to the approval of the Board. Merit increases other than annual step increases are not automatic and are subject to the approval of the District Administrator. Paydays are bi-weekly on every other Friday.

#### **6.4 Temporary, Intermittent, Extra Help, Seasonal and Regular Part-time Employees.**

Temporary, intermittent, extra help, seasonal and part-time employees will be paid at an hourly rate to be determined by the appropriate Department Head and approved by the District Administrator. Temporary, intermittent, extra help, seasonal and regular part-time employees will receive paychecks bi-weekly, with paydays on every other Friday. Temporary, intermittent, extra help, seasonal and part-time employees are paid two weeks in arrears. If the temporary employee is provided by a temporary personnel service, said employee will be paid by the temporary personnel service and not the District.

#### **6.5 Stipend and Commission Employees.**

Stipend and commission employees will be paid at the specified rate to be determined by the appropriate Department Head and approved by the District Administrator. Stipend and commission employees will receive paycheck intermittently, at the conclusion of the program or session that they worked. Stipend and commission employees are paid two weeks in arrears of filed timesheet.

#### **6.6 Temporary Promotions**

A full-time employee may be asked to temporarily replace their supervisor when the latter is on sick or vacation/annual leave. This replacement shall not exceed four (4) consecutive calendar weeks for which the replacement employee shall not receive any adjustment in salary. This relief replacement is intended to broaden the experience and test the capabilities of the employee. If an employee is required to replace their superior for more than four (4) consecutive calendar weeks due to operational necessity, they shall be eligible for an increase in salary. This will be considered a temporary promotion. "Operational necessity" may include, for example, a vacancy due to long term illness, special or emergency leave, time needed to refill a vacant position, covering of peak workload periods, critical job assignments and the like.

## **6.7 Longevity Steps & Increases**

The District offers three Longevity Steps (LS 7, LS 8, and LS 9) to reward employees for continuous employment with the District. All full-time employees shall be eligible for Longevity Steps 7, 8, and 9 based on length of continuous employment. Employees who have reached the maximum step of their classification's salary range (Step 6), have remained there for at least one (1) year, and have completed 10 years of service with the District are eligible for Longevity Step 7. Employees who have reached Longevity Step 7 of their classification's salary range, have remained there for at least one (1) year, and have completed 15 years of service with the District are eligible for Longevity Step 8. Employees who have reached Longevity Step 8 of their classification's salary range, have remained there for at least one (1) year, and have completed 20 years of service with the District are eligible for Longevity Step 9. Longevity Step increases are given based on a satisfactory performance review during the past year. See the HR Representative for the most current salary scale which lists the longevity steps.

The evaluation of the District Administrator shall be made by the Chair of the Board of Directors, or by the Personnel & Policy Committee of the Board, at the discretion of the Board. The first evaluations shall be completed by the end of the first six (6) months, and the end of the first twelve (12) months of employment. Evaluations thereafter shall be made on an annual basis. The evaluation shall be made in writing and shall be discussed with the District Administrator by the Board of Directors in a Closed Session Meeting.

## **7 EMPLOYEE BENEFITS**

The next few pages contain a brief outline of the benefits programs the District provides employees and their families. The information presented merely provides general information about certain aspects of the applicable benefits. The details of those benefits are spelled out in the official employment documents, which are available for review upon request from the HR Representative. Additionally, the provisions of the benefits, including eligibility and provisions, are summarized in the Active Employee Benefits Summary (EBS) for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each benefit plan, the terms of the official documents shall govern over the language of any descriptions of the benefits, including the EBSs and this handbook.

Further, the District and the benefits plan administrator retain full discretionary authority to interpret the terms of the benefits, as well as full discretionary authority with regard to administrative matters arising in connection with benefit plans and all issues concerning benefit terms, eligibility and entitlement.

While the District intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason

In general, regular full-time employees of the District are eligible for all benefits specified in these policies. Regular part-time employees are eligible to receive prorated vacation and sick leave benefits as set forth herein. All other employees are only eligible for benefits required by law.

The District retains the right to transition existing employees from regular full-time to regular part-time positions when the economic circumstances of the District so require, which may result in a reduction or termination of some benefits for certain employees. Any such change in classification from full-time employment to part-time employment must be approved by the District Administrator. All employees affected by such change shall receive prior written notice of the change from full-time to part-time employment, the number of hours per week of employment required in the new part-time position, and the extent to which benefits have been reduced and/or eliminated by such change in classification.

### **7.1 Vacation**

Regular full-time and part-time employees earn paid vacation time according to the schedules set forth below.

#### **7.1.1 Regular Full-time Employees**

Vacation leave is earned by regular full-time employees. Vacation shall accrue beginning with the employee's first day of employment. Employees shall not be entitled to take vacation until after six (6) months of employment with the District. If an employee separates from employment without having

used any vacation, said employee is entitled to payment of accrued vacation balances at the employee's regular hourly rate at the time of termination.

An employee must work (or use earned time off, i.e. vacation, sick leave or CTO) a full month in order to accrue their full vacation for the month. If an employee is docked more than sixteen (16) hours, accrued vacation will be prorated by dividing monthly vacation hours by the number of work-days in the month, and then multiplying by the number of days worked. The following schedule indicates the number of vacation hours to be accrued following each month of employment. (The term "docked" refers to having pay reduced for being absent with no time available, during a non-paid suspension, terminating employment before the end of the month, or during introductory period, see HR Representative for full explanation.)

- a. Starting through three (3) years: eight (8) hours per month
- b. Four (4) through nine (9) years: ten (10) hours per month
- c. Ten (10) years or more: twelve (12) hours per month

#### **7.1.2 Exempt Employee Vacation Use**

Exempt employees shall take leave in 4 hour or full day increments. An exempt employee who is absent for less than four hours will not use any leave credits.

#### **7.1.3 Regular Part-time Employees**

Regular part-time employees will be entitled to a pro-rata share of the full-time vacation benefit based on the number of hours per week designated in the job description for the position, and as administered for regular full-time employees.

#### **7.1.4 Temporary, Intermittent, Extra Help or Seasonal Employees**

Employees in these classifications are not eligible for the District's vacation benefits.

#### **7.1.5 Ceiling on Vacation Benefits**

Employees are encouraged to use their vacation benefits. No employee shall be eligible to accrue more than a maximum of three hundred twenty (320) hours of vacation time at any time. If an employee later uses enough vacation pay to fall below the ceiling, the employee will start accruing vacation pay again from that date forward until the ceiling is reached again.

Once the maximum vacation hours are reached, the accrual will cease until the vacation balance falls below the allowed maximum. An employee may request that an exception be made to the ceiling on vacation benefits

because of extraordinary circumstances. No such exception will be made without prior Board approval.

### **7.1.6 Scheduling Vacation**

Vacation leave shall be arranged by the employee and their supervisor and shall be scheduled to cause the least inconvenience to the District operation. The District will endeavor to accommodate vacation requests. However, some requests for vacation time may not be approved in order to minimize work disruptions. Employees should request vacation well in advance to make it easier for supervisors to accommodate vacation choices. As a guideline, short vacations should be requested at least 3 days in advanced, and extended vacations should be requested 2 weeks in advanced whenever possible.

## **7.2 Sick Leave**

### **7.2.1 Regular Full-Time Employees**

Regular full-time employees of the District shall accrue sick leave at the rate of 8 hours per month of continuous regular full-time service beginning with the first month of employment.

### **7.2.2 Employees Not Designated as Regular Full-Time Employees**

All District employees who are not designated as “regular full-time” in the District’s Salary Resolution, who work in excess of thirty (30) days in a twelve (12) month period, shall be granted forty (40) hours or five days, whichever is greater, of sick leave annually. This includes regular part-time, temporary, intermittent, extra help, and seasonal employees.

There is no carry-over of unused sick leave for employees covered by this section. On January 1 of each year all eligible employees under this policy shall have their sick leave hours reset to the maximum amount of 40 hours or 5 days. If an employee separates from the District and is rehired, 40 hours or 5 days of paid sick leave shall be granted at the time of rehire.

For initial hires, sick leave will be available for use starting the 90th calendar day of employment. For ongoing staff and returning staff with less than a one-year break in service, sick leave will be available for use immediately at the beginning of each calendar year and/or upon rehire. Employees covered by this section may use no more than five days or 40 hours, whichever is greater, paid sick leave in a calendar year.

### **7.2.3 Sick Leave Usage**

Employees may use sick leave for the following purposes:

- a. Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee.

- b. Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee's family member (includes parent, child, spouse, domestic partner, parent-in-law, sibling, grandchild, grandparent, or designated person which, for purposes of this policy, means a person related by blood or whose association with the employee is the equivalent of a family relationship). An employee can designate one person per 12-month period, measured from the time the employee first designates a person.
- c. To attend legal proceedings to obtain medical treatment, or any related purpose covered by the District's Leave Related to Qualifying Acts of Violence and Serious Crimes or Felonies Policy (8.12.13), as required by law.
- d. Any other purpose outlined in this policy manual (e.g., bereavement leave reproductive loss leave), as required by law.

#### **7.2.4 No Entitlement to Compensation for Unused Sick Leave Upon Termination**

An employee separating from employment shall not be reimbursed for unused sick leave. Upon termination of employment, all accumulated sick leave is lost and shall not be compensated.

#### **7.2.5 Misrepresentation Regarding Use of Sick Leave**

Since paid sick leave is to protect the employee from loss of earnings for qualified reasons, misrepresentation as to the reason for absence from the District for the purpose of receiving paid sick leave shall be considered as an act of dishonesty and is cause for personnel action up to and including termination.

#### **7.2.6 Statement of Healthcare Provider**

The District, through the District Administrator, reserves the right to require a satisfactory statement of a licensed healthcare provider whenever an employee misses work due to an illness, injury, or disability and the District has information indicating that the employee is not requesting paid sick leave for a valid purpose.

#### **7.2.7 Procedure**

If the need for paid sick leave is foreseeable, the employee must provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee must provide notice of the need for the leave as soon as practicable. Employees who are unable to report to work due to personal, or a family member's illness or injury should contact their supervisor, HR Representative, and/or the District Administrator as soon as possible and, if feasible, no later than their normal starting time. If an

employee becomes sick during the day, their supervisor, personnel and/or the District Administrator should be notified if feasible before the employee leaves work. Failure to follow these procedures may result in treatment of the time as an unpaid absence.

### **7.3 Health, Dental, and Vision Insurance**

All regular full-time employees are eligible to participate in a comprehensive health dental, and vision insurance plan offered by the District through its participation in the Sacramento County Group Health Insurance Plan Program which is administered by Sacramento County for Sacramento County employees and employees of special districts which elect to participate in the County insurance plans. The District has elected in writing to participate in the Sacramento County Group Health Insurance Plan Program and has agreed to be subject to all the rules and regulations of that program. Pursuant to the County Health Insurance Program, all alternative coverage and options made available to County employees are also available to employees of the District. A list of the alternative coverage shall be presented to District employees and to the Board annually during the open enrollment period.

Pursuant to the County Health Plan Insurance Program, the District will pay the costs of the employee's personal and family coverage in the plan selected by the employee up to the maximum amount approved by the Board during the preparation of the annual budget. If the employee chooses a health insurance alternative for which the monthly employee costs exceeds the maximum amount per month approved by the Board, then the employee will be responsible for payment of such excess costs.

All regular part-time employees who work in excess of thirty (30) hours per week are also eligible to participate a comprehensive health/dental insurance program. The District will pay the cost of the employee's coverage in the plan selected by the employee up to the maximum amount approved by the Board during the preparation of the annual budget. The District will only pay the cost of part-time employee's personal coverage. If the employee chooses a health insurance alternative for which the monthly employee costs exceeds the maximum amount per month approved by the Board, and/or includes additional family coverage costs, then the employee will be responsible for payment of such excess costs.

Employees who are in positions classified as extra help, intermittent appointment, seasonal appointment, or temporary appointment in the District's Salary Resolution are not eligible for participation in the comprehensive health/dental insurance program.

#### **7.3.1 Health Savings Account Plan**

Pursuant to the County Health Plan Insurance Program, the District will offer a Health Savings Account (HSA) option to employees who are eligible. The

District will contribute to the HSA the amount approved by the Board during the preparation of the annual budget.

#### **7.4 Retirement Benefits**

The District participates in the Sacramento County Employees' Retirement System ("SCERS"). Employees receive member benefit information upon hire. The HR Representative will provide employees with SCERS information. The employee should contact SCERS directly for questions regarding retirement benefits.

##### **7.4.1 Regular Employees Hired Prior to January 1, 2013**

The District provides retirement benefits to all regular full-time employees and regular part-time employees. The retirement program requires contributions from employees as well as contributions from the District. Employees should contact the District's HR Representative regarding current contribution rates and vesting schedules. Employees over the age of fifty-five (55) shall give the District sixty (60) days written notice of their intention to retire.

##### **7.4.2 Regular Employees Hired After January 1, 2013**

Regular employees hired on or after January 1, 2013, who have not previously been employed by another public employer within the six months prior to the date of hire, and participated in a plan with reciprocity rights with SCERS, are considered "new members" for purposes of SCERS membership. An employee hired on or after January 1, 2013, who is eligible for participation in SCERS and who claims participation in a public employment retirement plan with reciprocity rights is required to provide certification of reciprocity within ten days of employment with the District. A new member is required to pay a contribution rate equal to fifty percent (50%) of the normal cost rate for their pension benefit. New members are also subject to the other requirements of the California Public Employees' Pension Reform Act ("CalPEPRA"). New members are subject to different benefit formulas and retirement ages, caps on compensation, and compensation calculations, purchases of additional retirement credits and other provisions as stated in CalPEPRA. New members can contact the District's HR Representative for further information.

##### **7.4.3 Other Employees**

Employees who are not appointed to a regular position, i.e., extra help, intermittent appointment, seasonal appointment or temporary appointment in the District's Salary Resolution are not eligible for participation in SCERS.

#### **7.5 Overtime Policy/CTO**

Employees shall be paid for their hours worked in accordance with all legal requirements. Employees who qualify as overtime exempt within the meaning of

applicable wage and hour laws are not entitled to overtime pay and are not subject to this policy.

All overtime work must be pre-approved by the Department Head. Working unauthorized overtime is strictly prohibited. Overtime is to be kept to a minimum, and will generally only be authorized in emergency situations.

Overtime is defined as hours worked in excess of 40 hours in a workweek. Only actual hours worked in a workweek will be counted as hours worked for the purpose of calculating overtime. Sick leave, vacation, holidays, admin time, personal days, furlough hours paid but not worked, or other paid time off is not considered hours worked for purposes of overtime calculations. Non-exempt full-time staff need to monitor their hours worked to stay within the maximum 40 hours within a workweek. If an employee finds that, due to working over an eight-hour day, they are unable to stay within 40 hours for the week, they must advise their supervisor and either obtain authorization to work overtime or adjust their work schedule by the end of the week in order to stay within their scheduled 40 hours.

Overtime shall be compensated as follows:

- a. Overtime is compensated at one and one-half (1.5) times an employee's regular rate of pay for all hours actually worked over 40 hours in any single work week.
- b. For purposes of this overtime policy, the District's primary work week begins at 12:00 a.m. Sunday and ends at 11:59 p.m. the following Saturday.
- c. Overtime shall be recorded on an employee's timesheet.
- d. Overtime is rounded out to the nearest quarter of an hour.
- e. Compensatory Time Off In lieu of Overtime Pay
  - i. Full-time nonexempt employees will receive compensatory time off in lieu of overtime pay in cash in accordance with federal law. This CTO will be provided at a rate of one and one-half (1.5) hours for every one hour of overtime worked. The District shall keep an accurate record of compensatory time earned and compensatory time off for all such employees. Compensatory time off must be used by the end of the calendar year during which it is accrued unless an extension is granted by the District Administrator. An employee may not accrue more than one hundred sixty (160) hours of compensatory time off. After one hundred sixty (160) hours have been accrued, any additional overtime worked will be compensated with overtime pay at the rate of one and one half (1.5) times the excess hours worked over forty (40) hours in one week. Requests for taking compensatory time off should be submitted to the employee's supervisor in writing as far in advance as feasible.

- ii. CTO time not used by the end of the calendar year earned will be included in employee's paycheck for the next regular pay period, unless otherwise extended by the District Administrator. The CTO is payment for compensation already earned and may not be forfeited.

## **7.6 Administrative Leave / Salary Exempt Leave**

### **7.6.1 Administrative Leave Benefit**

Exempt employees are paid a fixed salary that is intended to cover all the compensation to which they are entitled, regardless of the number of hours worked in any work week. As such, exempt employees are not entitled to overtime pay under any circumstances. However, exempt employees are granted a fixed amount of Administrative Leave each fiscal year. The fixed amount of Administrative Leave for the District Administrator is seventy-two (72) hours. The fixed amount for all other exempt positions is sixty (60) hours. Use of this Administrative Leave shall be authorized by the District Administrator. All such Administrative Leave granted to exempt employees must be used within the current fiscal year. Administrative Leave cannot carry over from year to year and expires on June 30th of each year.

### **7.6.2 Administrative Leave Use**

Exempt employees shall take leave in 4 hour or full day increments.

## **7.7 Emergency Pay**

Full-time employees required to assume their own employment duties on an emergency basis because of threatened danger to life or health of District employees or danger to District property shall be entitled to emergency pay. Said emergency pay will be computed at the employee's regular rate of pay for a two-hour (2) minimum period of time and all time spent in excess of two (2) hours shall be compensated at one and one half (1 ½) times the employee's regular hourly rate of pay. If the employee has already worked their forty-hour (40) week, the first two hours will be compensated at one and one-half (1 ½) times the employee's regular hourly rate of pay. Employees who are exempt within the meaning of the state and federal wage and hour laws are not subject to this policy and shall not receive emergency pay in addition to their regular salary.

## **7.8 Holidays**

All regular full-time employees of the District shall be entitled to the following holidays with pay:

New Year's Day	January 1st
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May

Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Indigenous Peoples Day	Second Monday in October
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving Holiday	Day before Thanksgiving Day (1/2 day)
Thanksgiving Day	Fourth Thursday in November
Thanksgiving Holiday	Friday following Thanksgiving Day
Christmas Eve	December 24th
Christmas Day	December 25 <sup>th</sup>
New Year's Eve	December 31 <sup>st</sup> (1/2 day)
Floating Holiday	At employee's request (with supervisor's approval) within calendar year

Regular part-time employees will be entitled to a pro-rata share of the full-time holiday leave benefit based on the number of hours per week designated in the job description for the position.

Holidays falling on Saturday will be observed on the preceding Friday, except where that Friday was also an observed holiday. In the event that holidays fall on back-to-back days it will be left to the discretion of the District Administrator as to the actual days off. Holidays falling on a Sunday will be observed on the following Monday.

Regular full-time and regular part-time employees who are required to work on a holiday shall flex their holiday time and take an alternative day off with approval of the District Administrator. The alternative day off shall be scheduled within one week of the holiday.

Holidays falling within employee's annual leave period shall not be charged to annual leave.

Employees who work an alternate work week, whose normal day off is a scheduled holiday shall observe the holiday either the day prior or the day following with the approval of the District Administrator.

## **7.9 Life Insurance**

The District participates in the County of Sacramento life insurance benefit. All regular full-time and part-time employees receive the basic benefit approved by the Board of Directors at no cost to the employee. Employees may purchase additional coverage through payroll deduction.

## **7.10 Travel Expense and Mileage Reimbursement**

An employee shall be reimbursed for mileage when utilizing their personal vehicle for travel on official business, including attendance at conferences, conventions, training institutes, seminars, and professional society meetings. The District requests staff to travel together when attending the same out of District event. Reimbursement will not be made for mileage between an employee's home and the employee's worksite. It is the employee's responsibility to review travel and vehicle options with their supervisor for approval and to submit written approval with their event paperwork to Finance for District files at least two weeks in advance of the event and prior to booking it.

The District mileage reimbursement rate shall be the same as the current, published IRS mileage rate. A signed travel claim must be submitted by the employee and approved by their supervisor prior to reimbursement by the 5<sup>th</sup> day of the following month.

Employees who receive an auto stipend are not eligible for mileage reimbursement.

Transportation, when required, must be approved by the District Administrator. Hotel/motel lodging and meals when on business-required travel exceeding 24 hours must be approved by the District Administrator. The employee is encouraged to seek the most economical means of travel and lodging. Per diem reimbursements for business-required travel exceeding 24 hours are calculated in accordance with the US General Services Administration (GSA) published reimbursement rates.

## **7.11 Uniforms**

Full-time Park Maintenance and Custodial employees will be provided with six (6) pairs of District approved pants and six (6) shirts with a District insignia or the option of participating in the District's uniform delivery/laundry program. For employees participating in the delivery/laundry program, it is the responsibility of the employee to provide their uniforms to the District for laundering. Replacement uniforms will be provided at the discretion of their Department Head. Part-time Park maintenance employees will be provided with uniforms at the discretion of the Parks Department Head.

Each full-time Park Maintenance and Custodial employee and heavy equipment operator, with Department Head approval, will also be provided with one (1) pair of steel-toed work boots annually with an allowance up to \$200 dollars. Each full-time Custodial employee, with Recreation Department Head approval, will be provided with one (1) pair of closed-toed shoes annually with an allowance up to \$100 dollars. It is the responsibility of the Department Heads to purchase required uniforms and safety boots. The employee shall be required to keep their work boots clean and in good repair at their own expense.

District uniforms should be worn only during normal working hours. Because the uniform represents the image of the District, employees and volunteers should avoid wearing their uniforms (or District logo clothing) outside of their scheduled work time. Employees and volunteers shall not wear uniforms in any location or at any event that may represent or portray the District in a negative light including, but not limited to bars, nightclubs, adult entertainment clubs, or personal social functions. Examples of acceptable situations where an employee or volunteer may wear their uniform include but are not limited to driving to and from work; picking up children from school or an event; and running quick errands before or after work hours. The following additional rules apply:

- a. Designated employees and volunteers shall always wear provided uniforms while on duty.
- b. Other clothing (e.g., safety footwear, gloves, protective eyewear) shall be provided as determined by management.
- c. Employees or volunteers in no way should modify an accepted uniform standard (e.g., cutting off sleeves).
- d. The District Administrator or designee has the authority to set additional dress code expectations for their department.
- e. Violations of uniform policy can result in disciplinary action up to and including termination.
- f. All uniforms and logos District attire must be returned to the District upon separation of employment.

Recreation and front office staff will be provided with staff shirts to be worn while representing the District. These shirts will be provided for these staff members by the District. It is the responsibility of the employee to keep their staff shirts clean and in good repair at their own expense.

Additional District logoed attire may be provided at the discretion of the Department Heads or the District Administrator.

## **7.12 Cell Phone Stipend Program**

In lieu of providing employees in certain positions with a District owned cell phone, the District recognizes that there are substantial business reasons for certain positions within the District to utilize their personal cell phones to (1) be available by cell phone, or use their cell phones during business and non-business hours for immediate or emergency contact; and/or (2) be available to speak with customers/residents while the employee is not in their office. The District offers a stipend to the positions within the District that has these types of demands to compensate the employee for using their personal cell phones for these purposes. These positions are ones with facility responsibility, other significant off-hours programs that may require immediate off-hours contact by

District staff and/or customers/residents or have program responsibilities that regularly require them to be out of District offices with limited land-line availability and remain available to District staff and/or customers/residents. The following policies/procedures will apply:

- a. The stipend is made available on a voluntary basis for the selected positions listed below. Employees may choose not to participate and may opt out at any time.

***Designated Positions:***

District Administrator

Parks Superintendent

Recreation Supervisor / Supervisor II / Manager

Administrative Services Supervisor/ Supervisor II/Manager

Recreation Coordinator

- b. The stipend shall be in the amount of \$25.00 per month in which the employee has participated. Employees must have participated in the stipend program for the entire month to be eligible for payment.
- c. Employees who are issued a District phone are not eligible for a phone stipend.
- d. The stipend is intended to compensate the employee for the reasonable portion of the employee's cell phone billing utilized for business purposes only.
- e. The employee understands that he/she may be required to make cell phone records, text messages, and other electronic data and documents related to District business available for review by the District and/or pursuant to a request for public documents as required by a court order, the California Public Records Act, or other state or federal law.
- f. The District may also request the necessary documentation of business use of the cell phone to determine the appropriateness of eligibility for the stipend as well as reasonableness of the stipend amount.
- g. In that the stipend is intended to reimburse the employee for business use of his/her personal cell phone, the monthly stipend amount is not considered as part of the employee's base pay for calculating salary increases. The stipend amount is also intended to be excludable from the employee's income as a working condition fringe benefit and therefore not taxable as outlined in Publication 15-B of the Internal Revenue Service.
- h. To receive the stipend, the employee must commit to the following:
  - i. To make their cell phone number available on District phone lists.
  - ii. To be willing to make and receive calls on their cell phone both during work time and non-scheduled time.

- iii. Sign the Cell Phone Stipend Participation Form. (See Appendix D)

### **7.13 Auto Stipend Program**

The District recognizes that there are substantial business reasons for the utilization of a personal vehicle on a consistent basis. In lieu of providing the District Administrator with regular usage of a District vehicle, the District offers a stipend to the position of District Administrator. The stipend shall be in the amount of \$200.00 per month. The District Administrator must have been employed by the District for the entire month to be eligible for payment.

### **7.14 Employee Use of District Facilities**

Regular full-time employees are eligible for the use of any District facility one (1) time per year (except swimming pool) at a cost equivalent to fifty percent (50%) of the fees assessed for that facility. Eligible employees will only be able to reserve the facilities one month prior to their required usage to minimize disruption of revenues. Eligible employees are required to follow all District policies regarding use of the facility, and complete and execute all documents normally required for the use of such facilities. Employee discounts are intended for employee use only and may not be used for other people or organizations, even if the employee is affiliated with the organization. The current Board of Directors and the District Administrator are excluded from this policy.

Note: Employee's 50% discount is for facility rental fee only. All other costs (i.e., insurance, security deposit, alcohol permit, security guards) are not discounted.

### **7.15 Employee Use of District Programs**

Regular full-time employees and their dependents (spouse, children, step-children) are eligible for enrollment into District programs at a cost equivalent to fifty percent (50%) of the regular resident rate. The current Board of Directors and the District Administrator are excluded from this policy. Due to the District costs, the following exemptions apply:

- a. Participants paying the full fee will have priority registration over employees and family members who are paying discounted rates.
- b. Classes taught by an independent contractor or class instructors with commission-based salaries will only be discounted by twenty percent (20%)
- c. 100% of any program related expenses and material fees associated with a program must be covered (books, materials, bus fees, etc.)
- d. Special Events, travel programs, drop-in programs, driver's education, and private swim lessons are excluded from employee discounts.
- e. In addition to program discounts, all full-time employees are eligible to receive a free family pool pass (for up to 5 people) each year.

## **7.16 Conference, Training and Educational Assistance.**

Regular employees of the District are encouraged to pursue educational opportunities that are related to their present work, which will prepare them for foreseeable future opportunities with the District, or which will prepare them for future career advancement. The District will pay for training classes that are approved in advance in writing. Any such educational opportunities are voluntary and not required by the District. The employee will not be compensated for his or her time if the conference and/or seminar is not during working hours.

## **7.17 Lactation Accommodations**

Lactation breaks will be given to accommodate to express milk for their infant children. The requested break time should, if possible, be taken concurrently with other scheduled break periods. Nonexempt employees must clock out for any lactation breaks that do not run concurrently with normally scheduled rest periods. Any such breaks will be unpaid. Employees who need lactation breaks should contact their supervisor or the HR Representative for more information. Supervisors who receive a lactation accommodation request shall then contact the HR Representative.

### **7.17.1 Lactation Break Location**

Employees who qualify for lactation breaks will be provided a designated location to express milk privately. If the employee requesting accommodation does not have a lockable, private office, the designated location will be a vacant office, conference room, or other private area that is clean, private, lockable, and shielded from view. The location will be equipped with an electrical outlet, appropriate seating, and a flat surface to hold equipment while in use. The location will be in reasonable proximity of the employees work area with reasonable access to a sink and a refrigerator. The lactation break location will not be a restroom.

### **7.17.2 Employee Rights**

Employees who request and/or engage in lactation accommodation are protected from all forms of retaliation, whether direct or indirect. This includes all forms of adverse action, reprisal, demeaning or insulting verbal commentary, or threats of reprisal. Employees who have questions or concerns about the lactation accommodation policy should go to the District's HR Representative or the District Administrator. Employees have the right to file a complaint with the Department of Industrial Relations (DIR), Civil Rights Department (CRD), or Equal Employment Opportunity Commission (EEOC) for alleged violations of their rights.

## **7.18 Integration of Accrued Leave with State Disability Insurance Benefits of Eligible Employees**

Regular employees who are absent from duty because of illness or injury and have been authorized to use District paid leave benefits, i.e., sick leave, vacation, compensating time off and holiday time, shall be eligible to integrate the payment of State Disability Insurance benefits with such District paid leave benefits. No integration of District paid leave benefits and State Disability Insurance shall occur unless the District Administrator has approved the use of the District paid leave benefits by the employee requesting integration.

Whenever eligible employees who have accrued leave balances receive State Disability Insurance (SDI) benefits, the use of the accrued leave balances shall be integrated with the SDI benefits to the extent possible so as to provide a combined bi-weekly adjusted net income equivalent to 100% of the regular net income (gross income less mandatory deductions) as long as such eligible disability qualifies and available leave balances are authorized by the District Administrator.

The leave balances that will be available for integration with SDI benefits and the required order of their use are: sick leave, vacation, compensating time off and holiday-in-lieu time. The District will pay sick leave benefits to an eligible employee during the normal waiting period before the employee is paid benefits from the SDI program or another insured unemployment disability plan. If there is a gap between the waiting period time and the time that the employee receives their SDI benefits, the employee may utilize their vacation leave to cover the amount that should have been received from SDI and sick leave for the balance to receive full payment of their salary. If the employee reimburses the District once SDI benefits are received, their vacation leave shall be credited back to their account.

The following conditions shall apply where SDI benefits are integrated with accrued leave balances:

- a. Employee authorized deductions shall be deducted from the net income of the employee.
- b. Special pay allowances which are not permanent (such as overtime, standby, night shift differential, call back or out-of-class pay) shall not be counted in determining the gross or net income of the employee.
- c. Sick leave and vacation shall not accrue during the period the employee receives the integrated leave and SDI benefits, except that the employee shall accrue a pro-rated sick leave, vacation, and holiday-in-lieu for any actual hours worked during a pay period in which integration occurs.
- d. When an employee exhausts all available District paid leave balances, the employee shall return to work or request an unpaid leave of absence from

the District Administrator. Regardless of whether the employee continues to receive SDI payments, once all District paid leave balances are exhausted, District compensation shall cease unless the employee returns to work.

- e. Eligible employees who are part-time employees, shall be entitled to the integrated leave and SDI benefits of this section in the same ratio that their part-time employment has to full-time employment (that is, a pro-rated basis).

## **8 LEAVES OF ABSENCE**

### **8.1 Unpaid Leaves unless Otherwise Provided**

It is the District's policy to grant leaves of absence to employees on a nondiscriminatory basis and as required by law. Unless specifically provided in these policies, all leaves of absence are available only on an unpaid basis.

### **8.2 Leaves of Absence During Introductory Period**

If an employee is absent due to a leave of absence granted during the introductory period, their introductory period will be extended by the exact number of days that they are absent for such purpose.

### **8.3 Absent Without Leave**

An employee absent without leave, for more than two (2) working days will be deemed to have voluntarily resigned.

### **8.4 Discretion of Administrator**

Notwithstanding any provisions of this policy, and subject to the provisions of applicable law, all leaves of absence are granted at the sole discretion of the District Administrator, with the exception of leaves granted to the District Administrator, which shall be granted at the sole discretion of the Board of Directors.

### **8.5 Standards of Considering Granting Leaves of Absence**

Subject to any applicable legal requirements, requests for leaves of absence will be considered on the basis of an employee's length of service, performance, responsibility level, the reason for the request, and the District's ability to obtain a satisfactory replacement for the employee during the time the employee will be away from work.

### **8.6 Change of Employment**

An employee will not be granted leave to engage in business or try out a new job.

### **8.7 Benefits During Unpaid Leave**

Employees on unpaid leaves of absences do not accrue vacation or sick leave benefits. The period that an employee is on unpaid leave of absence is not considered time worked for purposes of determining eligibility for or the amount of any benefit provided by the District. Unless otherwise required by law, an employee is responsible for the payment of their health benefits while on an unpaid leave of absence. The employee must make arrangements to pay the cost of such coverage before the leave begins.

When an employee returns from an unpaid leave of absence, the eligibility and accrued dates for all benefits for which the employee is eligible will be adjusted to reflect the period of such leave. If a paid holiday falls during the period an

employee is on unpaid leave of absence, the employee will not be eligible for holiday pay.

## **8.8 Returning from Leave of Absence**

When an employee is placed on a leave of absence, an effort will be made to hold the employee's position open for the period of the approved leave. However, due to business needs, there will be times when positions cannot be held open. Accordingly, it is not possible to guarantee reinstatement following each leave of absence, except as required by law.

If an employee's former position cannot be held open and is unavailable when the employee is ready to return from an approved leave, effort will be made to place the employee in a comparable position for which the employee is qualified. If such a position is not available, the employee will be offered the next such position for which the employee is qualified that becomes available. Employees who do not accept such a position offered by the District will be considered to have voluntarily resigned, effective the date such refusal is made.

## **8.9 Failure to Return after Leave**

If an employee accepts other employment or fails to return to work on the next regularly scheduled workday following the expiration of their leave, the employee will be deemed to have voluntarily terminated their employment.

## **8.10 Misrepresentation Regarding Leaves**

Misrepresenting reasons for applying for a leave of absence may result in disciplinary actions, including termination.

## **8.11 Types of Leave**

### **8.11.1 Medical Leave of Absence**

Employees who are temporarily unable to perform their usual and customary work due to a personal illness or injury including but not limited to work related injuries, may be granted a medical leave of absence. A medical leave of absence granted under this section will run concurrently with leave under the District's Family Care and Medical Leave policy, to the extent it is applicable.

Medical leaves, if granted, will normally be granted based on a physician's written statement that an employee is temporarily unable to work due to the medical disability. An employee who plans to take a medical leave must provide the District Administrator reasonable notice of the date the leave will commence, the estimated duration of the leave, and the date on which it is expected that the employee will return to work. When an unplanned medical situation or emergency occurs that does not allow the employee to provide advance notification of the need for medical leave, the employee must notify the District of the situation within three (3) working days of an absence.

Employees returning to work after any medical disability leave must have a written release from a health care provider verifying that they are able to return to work and safely perform their duties, with or without accommodations.

### **8.11.2 Pregnancy-Related Disability Leave**

Any employee who is disabled due to pregnancy, childbirth, or related conditions may take a pregnancy-related disability leave for the period of actual disability of up to four months (17 1/3 weeks). This leave entitlement is separate from baby bonding leave to which the employee may be entitled under the District's Family Care and Medical Leave Policy. Pregnancy-related disability leaves may be taken intermittently, or on a reduced-hours schedule, as medically necessary.

Moreover, the District will attempt to make accommodations for an employee for pregnancy, childbirth, or related medical conditions if she so requests. Please see Policy 3.3.3, Reasonable Accommodations for Pregnant Workers, for more information.

### **8.11.3 Reproductive Loss Leave**

All employees who have been employed by the District for at least 30 days are entitled to up to five (5) days of unpaid leave following a "reproductive loss event" experienced by the employee, current spouse/domestic partner, or another person if the employee would have been a parent of the child born or adopted under the following provisions:

- a. Qualifying reproductive loss event is defined as an event, which is the day, or the final day for a multiple day event, of one of the following: failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction.
- b. No documentation to certify the reproductive loss leave is required.
- c. If an employee experiences more than one reproductive loss event within a 12-month period, an employee can receive another five days of leave. Leave is capped at 20 days (4 separate qualifying events) within a 12-month period.
- d. The five days of leave may be nonconsecutive. Leave must be taken within three months of the reproductive loss event; however, if prior to or immediately following a reproductive loss event an employee is on or chooses to use leave under any other state or federal leave entitlement (such as FMLA, CFRA, or Pregnancy Disability Leave), then the employee may complete their reproductive loss leave within three months of the end of the other leave.

- e. This leave is unpaid, but employees may use existing accrued and unused available leave credits (sick, vacation, or administrative leave) to cover their leave.

The District shall maintain the confidentiality of any employee requesting leave under this policy and will only disclose information necessary for the functioning of the business or as required by law.

#### **8.11.4 Family Care and Medical Leave**

The District will provide leave consistent with the California Family Rights Act (CFRA) and the Federal Family and Medical Leave Act (FMLA) (referred to collectively as Family Care and Medical Leave). The District's objective is to promote stability and economic security in the families of its employees by providing family care and medical leave for eligible employees.

- a. Employees who have completed at least one (1) year of service (provided there is no break in service longer than 7 years), and at least 1,250 hours of service during the twelve-month period preceding the date the leave would commence are eligible for Family Care and Medical Leave. All periods of absence from work due to or necessitated by service in the uniformed services are counted as hours worked in determining the 1,250 hours of service.
- b. Family Care and Medical Leave can be taken in one or more continuous or intermittent periods and may not exceed a total of twelve (12) work weeks during a twelve (12) month period, measured forward from the first date an employee takes Family Care and Medical Leave. When used intermittently, the 12 weeks is 60 workdays, or 480 hours for a full-time employee. Leave may be used intermittently in increments of one hour or longer.
- c. Although the FMLA and CFRA are similar and at times run concurrently, they have different definitions of "family member" and other differences related to the reason(s) for leave. Because of these different definitions, FMLA and CFRA leaves may not always run concurrently. However, when an employee needs leave for a reason that is eligible under FMLA and CFRA, that leave will run concurrently. In general, Family Care and Medical Leave may be taken for any of the following reasons:

Reason for Leave		CFRA	FMLA
To care or bond with:	An employee's newborn child or newly placed foster or adopted child	X	X
	A domestic partner's newborn child or newly placed foster or adopted child	X	
To care for a family member with a serious health condition who is the employee's:	Spouse, parent, or child under age 18, or age 18 or older who is incapable of self-care	X	X
	Child of any age, child of spouse or registered domestic partner of any age, registered domestic partner, parent-in-law, sibling, grandparent, grandchild, or designated person	X	
The employee's own serious health condition that makes the employee unable to perform their job, excluding leave for the medical disability related to pregnancy and birth		X	X
The employee's own medical disability related to pregnancy and birth			X
A qualifying military exigency related to the covered active duty or call to covered active duty of an employee's spouse, parent, or child in the United States armed forces		X	X
Military caregiver leave for a service member with a serious health condition who is the employee's spouse, domestic partner, child, parent, or next of kin*			X
*CFRA leave will run concurrently when the family member, regardless of military status and with the exception of next of kin, meets the standard criteria for a serious health condition. See Policy 8.11.6 for more information about Military Caregiver Leave.			

- i. For purposes of this policy, a “designated person” means a person related by blood or whose association with the employee is the equivalent of a family relationship. An employee can designate one person per 12-month period, measured from the time the employee first designates a person.
- ii. For purposes of this policy, a “serious health condition” is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider, and either prevents the employee from performing the functions of his or her job or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing-treatment requirement includes an incapacity of more than three full calendar days and two visits to a health care provider, or one visit to a health care provider and a continuing regimen of care; an incapacity caused by a chronic condition or permanent or long-term conditions; or absences due to multiple treatments. Other situations may also meet the definition of “continuing treatment.”
- iii. Leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with adoption or foster care of the child must occur within one year of the child’s birth or placement with the employee. If two parents work for the District, both parents are able to take 12 weeks of child bonding leave, provided they are otherwise eligible by length of service and hours worked in the immediately preceding 12 months.

#### **8.11.5 Military Service Leave**

The District will grant all employees a military leave of absence and compensation as provided by applicable federal and state law. Employees must notify their immediate supervisor as soon as they know the required dates of service and furnish the supervisor with a copy of the official orders or instructions. Upon return from an excused military leave, the employee will be reinstated to their former position, or another position, to the extent required by applicable law. In order to be eligible for reinstatement, the employee must:

- a. Report to the District or apply for employment within the period required by federal and state laws; and
- b. Provide a certificate of satisfactory completion of service, as well as appropriate documentation to establish that the employee is eligible for reinstatement.

Any leave of absence granted shall be without pay, unless otherwise required by applicable law. An employee may request to substitute accrued vacation for any unpaid portion of the military leave. An employee whose service is completed in thirty or fewer days will continue receiving health benefits on the same terms as they received prior to commencing military leave. For service beyond thirty days, the employee could continue health benefits pursuant to applicable federal and state law. The employee must arrange to pay the cost of such coverage before the leave begins. Upon an employee's return to work, the District will count the time spent on active duty as time worked:

- a. For determining eligibility for FMLA or CFRA leave; and
- b. For retirement plan eligibility, vesting and benefit accrual. Vacation and sick leave benefits do not accrue during any unpaid period of military leave.

#### **8.11.6 Military Family Leave Under the Federal Family and Medical Leave Act.**

The FMLA entitles eligible family members of military personnel to take a leave of absence under specific circumstances. An eligible employee may seek a leave of absence under the following circumstances:

- a. Exigency Leave under FMLA and CFRA

Eligible employees are entitled to take up to twelve (12) work weeks of Family Care and Medical Leave during a twelve (12) month period for qualifying exigency arising out of an employee's spouse, child, or parent being on covered active duty (or being notified of an impending call order to covered active duty) in the Armed Forces outside of the United States. Covered active duty means: (1) for members of the Regular Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country; or (2) for members of the Reserve components of the Armed Forces (members of the National Guard and Reserves), duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in support of a contingency operation.

A "qualifying exigency" includes the following events:

- i. Short-notice deployment where the employee may take leave to attend any issue that arises from the fact that a military member (whether in the regular Armed Forces, National Guard, or Reserves) is notified of an impending call or order to active duty seven or less calendar days prior to the date of deployment. Leave taken for this purpose can be used for a period of seven (7) calendar days beginning on the date the covered service member receives the notification.

- ii. Military events, official ceremonies, events or programs related to the call to active duty or related activities and to attend to family support, assistance programs, or informational briefings related to the call to active duty.
- iii. Certain childcare and school activities, such as arranging for alternative childcare or to provide childcare on an urgent, immediate need basis when the need arises from the call to active duty, to enroll or transfer a child to a new school, to attend meetings with school or daycare facility staff regarding disciplinary measures, parent-teacher conferences or meetings with school counselors.
- iv. Making or updating financial or legal arrangements related to the covered service member's absence, such as preparing powers of attorney, wills, transferring back accounts and the like, or appearing or acting on behalf of the absent service member in matters related to military benefits.
- v. Attending counseling sessions, the need for which arises from the active duty or call to active duty status of the covered military member.
- vi. Up to five (5) days of leave to spend time with a covered military member who is on short-term temporary, rest and recuperation leave during deployment.
- vii. Attending to certain post-deployment activities including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of ninety (90) days following the termination of a covered military member's active duty status and addressing issues arising from the death of a covered military member.
- viii. Parental leave where the employee may take qualifying leave to care for the parent of a military member, or someone who stood in loco parentis to that military member, when the parent is incapable of self-care. To qualify as parental leave, the need for leave must arise out of the military member's call to active duty. Further, the leave must be for one of the following purposes: (a) to arrange for alternative care for the parent; (b) to provide care for the parent on an urgent, immediate need basis; (c) to admit or transfer the parent of the military member to a care facility; or (d) to attend a meeting with staff at a care facility for the parent.
- ix. Any other event that the employee and District agree is a qualifying exigency.

b. Military Caregiver Leave (MCL).

Eligible employees are entitled to take up to twenty-six (26) weeks of Family and Medical Leave in a twelve (12) month period to care for a covered service member with a serious illness or injury incurred in the line of active duty. A covered service member is either: (a) a current member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list, for a serious injury or illness, or (b) a veteran of the Armed Forces (including the National Guard or Reserves) discharged within the five year period before the family member first takes military caregiver leave to care for the veteran and who is undergoing medical treatment, recuperation, or therapy for a qualifying serious injury or illness. However, A veteran who was dishonorably discharged does not meet the FMLA definition of a covered service member.

Military Caregiver Leave is not in addition to the twelve (12) weeks of Family Care Medical Leave normally available to eligible employees but is aggregated with all other types of qualifying leave during the applicable twelve (12) month period. The twelve (12) month period begins on the day the employee begins caregiver leave and ends twelve (12) months thereafter.

Military Caregiver Leave is available on a per service member per injury basis, so an eligible employee may be entitled to take more than one such leave during their employment to care for different service members or for the same service member with a subsequent injury or illness. In such circumstances, leave is still limited to no more than twenty-six (26) weeks during the applicable twelve (12) month period:

- i. An "eligible employee" is a spouse, son, daughter, parent or next of kin of a covered servicemember who meets the employment criteria in the Family Care and Medical Leave policy above. For purposes of this leave, the definition of son or daughter includes the service member's "biological, adopted or foster child, stepchild, legal ward or child for whom the service member stood in loco parentis, and who is of any age." The definition of parent includes the service member's "biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the service member." Parents-in-law are not included. Next of kin is defined as the service member's nearest blood relative (other than a spouse, parent, or child) in the following priority order - custodial blood relatives, siblings, grandparents,

aunts and uncles, and first cousins. Family members sharing the same relationship (e.g., all siblings) will all be considered next of kin and each will be entitled to leave for caregiving.

If a married couple both work for the District and are eligible for Military Caregiver Leave, such leave may be limited to a combined total of twenty-six (26) weeks caregiver leave.

- ii. "Serious injury or illness" for a current service member is one that was incurred by a service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of their office, grade, rank, or rating. For a veteran, a "serious injury or illness" is one that rendered the veteran medically unfit to perform their military duties, or an injury or illness that qualifies the veteran for certain benefits from the Department of Veterans Affairs or substantially impairs the veteran's ability to work. For veterans, it includes injuries or illnesses that were incurred or aggravated during military service but that did not manifest until after the veteran left active duty.

c. Required Documentation

An employee's request for leave to care for a covered service member with a serious injury or illness must be supported by an appropriate certification that shall:

- i. Be completed by an authorized health care provider; or
- ii. Include a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA) issued to any member of the covered service member's family.
- iii. An employee's request for leave for a qualifying exigency must be supported by: A copy of the covered military member's active duty orders; and certification providing the appropriate facts related to the particular qualifying exigency for which leave is sought, including contact information if the leave involves meeting with a third party.

**Notice:** An employee must provide thirty (30) days advance notice to the District of the need to take military caregiver leave for planned medical treatment for a serious injury or illness of a covered service member. If the leave is not foreseeable, and the thirty (30) days advance notice is not practicable, the employee must provide notice as soon as practicable, generally the same or next business day. If the leave is unforeseeable, the employee must provide notice as soon as practicable under the facts and circumstances of the particular case.

### **8.11.7 Bereavement Leave**

This policy applies to all employees who have been employed by District for thirty (30) days or more.

In the event of a death in an employee's immediate family, an employee may be granted up to five (5) days of bereavement leave to handle matters related to death and grieving. Bereavement leave is paid leave for up to five (5) days for all full-time employees. If additional time is needed for bereavement-related activities, the employee may request unpaid leave of absence or may request use of any available leave credits. Bereavement leave is unpaid for all part-time, seasonal, temporary, or extra-help employees. Such employees may use any available leave credits, including sick leave, if desired. This substitution of leave credits does not extend the length of the leave.

For purposes of this policy, "immediate family" includes the employee's spouse, domestic partner, parents (including step- parents, parents-in-law and domestic partner's parents), grandparents, grandchildren, siblings, children, children of a domestic partner, stepchildren, adopted children and foster children.

The five days do not have to be used all at once; however, all bereavement leave is expected to be used within three months of the family member's death.

The District may request documentation of the death, which may be a death certificate, an obituary, or a program from a funeral or memorial service.

If additional time is needed for a health condition the employee is experiencing after the death of a loved one, an eligible employee may request leave under the Family Care and Medical Leave policy and/or use of their sick leave credits. .

### **8.11.8 Jury and Witness Duty**

It is the District's policy to enable its employees to fulfill their civic obligations. If an employee is called to serve on jury duty or is required by law to appear as a witness, the employee is required to notify their direct supervisor and the HR Representative immediately. All regular full-time employees will be paid their regular wages while on jury or witness duty up to a maximum of twenty (20) working days each calendar year. Any time spent in jury or witness duty thereafter will not be compensated by the District. Any fees received by the employee for such services during the time they are receiving their regular wages shall be endorsed over to the account of the District.

Regular part-time employees, extra help, intermittent, seasonal, and temporary employees may use any available vacation or CTO credits for their

absence due to jury duty. However, exempt employees will be paid their full salary for any week in which time is missed due to jury duty if work is performed for the District during such week.

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

The District provides an unpaid leave to assist employees who recognize that they have a problem with alcohol or drugs that may interfere with their ability to safely and competently perform their job. Employees who have a problem with alcohol and/or drugs and who decide to enroll voluntarily in a rehabilitation program will be given unpaid time off to participate in the program unless it would result in an undue hardship to the District to provide time off.

#### **8.11.10 Leave for Educational/Daycare Purposes**

Employees will be granted unpaid leave for up to forty (40) hours per calendar year, but no more than eight (8) hours in any calendar month, to participate in the activities of schools or licensed child daycare facilities attended by their children. Employees must substitute accrued vacation time for purposes of a planned absence under this Section.

Employees wishing to take time off under this Section must provide their supervisors with reasonable notice of the planned absence. If both parents of a child are employed by the District at the same worksite, the request for time off under this Section will be granted to the first parent to provide notice of the need for time off. The request from the second parent will be accommodated if possible.

The District reserves the right to request that the employee furnish written verification from the school or daycare facility as proof that the employee participated in school or daycare activities on the specific date and at a particular time.

Parents, guardians or grandparents with custody of schoolchildren who have been suspended are allowed to take unpaid time off to appear at the school pursuant to the school's request. Employees may use accrued leave for purposes of the leave taken under this policy.

#### **8.11.11 Voting Time Off**

With all registered voters in California now able to vote by mail in elections, it would be unusual for employees to need to vote during work hours. If an employee has an extenuating circumstance or hardship that makes voting during work hours their only option, then they are to seek permission from their immediate supervisor and the District Administrator. Up to two (2) hours of paid time off could be provided for voting.

### **8.11.12 Volunteer Firefighter, Reserve Peace Officer and Emergency Rescue Personnel**

Employees will be granted time off without pay to perform emergency duties as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. Employees who are volunteer firefighters also are eligible for leave of up to fourteen (14) days per calendar year for fire or law enforcement training. Exempt employees who work any portion of a work week in which they also perform such emergency duties or training will receive their full salary for that work week. Otherwise, exempt employees will be granted time off without pay.

Employees may substitute vacation pay for any unpaid portion of leave to perform such emergency duties or training.

### **8.11.13 Leave Related to Qualifying Acts of Violence and Serious Crimes or Felonies**

Any employee who is a victim or whose family member is a victim of a qualifying act of violence, may take unpaid leave for up to 12 weeks for the following reasons:

- To obtain or attempt to obtain any relief for the family member. 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 family member of the victim.
- To seek, obtain, or assist a family member to seek or obtain medical attention for or to recover from injuries caused by a qualifying act of violence.
- To seek, obtain, or assist a family member to seek or obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of a qualifying act of violence.
- To seek, obtain, or assist a family member to seek or obtain psychological counseling or mental health services related to an experience of a qualifying act of violence.
- To participate in safety planning or take other actions to increase safety from future qualifying acts of violence.
- To relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or childcare.

- To provide care to a family member who is recovering from injuries caused by a qualifying act of violence.
- To seek, obtain, or assist a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence.
- To prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence.
- To seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.

If any employee's family member is a victim who is not deceased as a result of crime, and the employee is not a victim, the employee may only take a leave of 10 days under this policy. If the employee's family member is a victim who is not deceased as a result of a crime, and the employee is not a victim, and the employee takes leave to relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or childcare, the employee may only take leave for five days.

In addition, any employee who has been a victim, or whose family member has been a victim, of serious or violent felonies as specified under California law, or felonies relating to theft or embezzlement may take time off work to attend judicial proceedings related to the crime. Covered judicial proceedings include but are not limited to any delinquency proceeding, a post-arrest release decision, plea, sentencing, postconviction release decision, or any proceeding where a right of that person is an issue.

For purposes of this policy, "family member" means a child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person. "Designated person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. Employees may only designate one person per 12-month period.

For purposes of this policy, "qualifying act of violence" means any of the following, regardless of whether anyone is arrested for, prosecuted for, or convicted of committing any crime:

- Domestic violence;
- Sexual assault;
- Stalking; or

- An act, conduct, or pattern of conduct that includes any of the following:
  - In which an individual causes bodily injury or death to another individual;
  - In which an individual exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual; or
  - In which an individual uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.

Whenever possible, employees must provide their supervisor reasonable notice before taking any time off under this policy. If reasonable advance notice is not feasible, the District may require proof of the employee's participation in these activities.

Employees may substitute any accrued vacation, sick, or other leave credits for the leave under this policy. Leave under this policy does not extend the time allowable under the Family Care and Medical Leave policy above.

No employees will be subject to discrimination or retaliation because of their status as a victim or whose family member is a victim of a qualifying act of violence. Any employee who is a victim, or whose family member is a victim of a qualifying act of violence may request other workplace accommodations such as a transfer, schedule modification, implementation of safety measures, or referral to victim assistance. The District will engage in a good faith interactive process to determine reasonable accommodations, considering any immediate danger, so long as it does not cause undue hardship on business operations.

#### **8.11.14 Marrow and Organ Donor Leave**

Employees who will be the recipient or provider of a donated organ or of bone marrow shall be entitled to up to 30 days of leave. Upon written verification to HR that an employee is donating a medically necessary organ or bone marrow; the Authority shall grant to an employee the following paid leaves of absence to assist with the organ or bone marrow donation:

- a. A leave of absence not exceeding 30 days to an employee who is an organ donor in any one-year period, for the purpose of donating his/her organ to another person.
- b. A leave of absence not exceeding five days to an employee who is a bone marrow donor in any one-year period, for the purpose of donating his/her bone marrow to another person.

An employee may use their sick leave or vacation leave for bone marrow donation and a minimum of two weeks of earned but unused sick or vacation leave for organ donation.

Bone marrow and organ donation leave does not run concurrently with any leave taken under the Family and Medical Leave policy.

#### **8.11.15 Personal Leave**

Personal leaves of absence may be requested by a regular full-time employee and may be granted in the sole discretion of the District Administrator to enable eligible employees to receive extended time away from work to handle personal obligations without incurring any break in continuity of service. A personal leave may not be taken for the purpose of changing jobs or professions. Employees who require a leave of absence for personal reasons must notify the District Administrator in writing of the need for such a leave and must receive written approval from the District Administrator.

#### **8.11.16 Catastrophic Leave**

Personal leaves of absence may be requested by an exempt or regular full-time employee and may be granted in the sole discretion of the District Administrator to enable eligible employees to receive extended time away from work to handle personal obligations without incurring any break in continuity of service. A personal or catastrophic leave may not be taken for the purpose of changing jobs or professions. Employees who require a leave of absence for personal reasons must notify the District Administrator in writing of the need for such a leave and must receive written approval from the District Administrator.

An employee may request a voluntary donation of leave from another District employee(s) due to catastrophic illness or injury.

a. Purpose

To establish the procedure for the voluntary donation of leave hours for catastrophic illness or injury to regular full-time employees of the Orangevale Recreation and Park District (“the District”).

b. Definitions

- i. Catastrophic illness or injury: means a medically certified illness, injury resulting in incapacity to work, acute or chronic physical or mental condition that prevents an employee from returning to work for a period of twenty (20) or more workdays.
- ii. Leave Balance: Vacation leave or compensatory time that has fully accrued to the donor employee.

- iii. Donor: The regular full-time employee who elects in writing to donate specified amounts of accrued leave from the donor employee's leave balance.
  - iv. Recipient: The regular full-time employee to whom specified amounts of accrued leave are donated, and thereafter applied to the recipient employee's workday absences.
- c. Eligibility
- i. Donors: Any regular full-time employee may donate usable vacation, or compensatory time off to another regular employee who is suffering from a catastrophic illness or injury condition. Donors are encouraged to maintain a minimum of 160 hours on the books for their personal use.
  - ii. Recipients
    - (1) Any regular full-time employee suffering from a catastrophic illness or injury is eligible to request donations after all leaves (vacation, sick, administrative, compensatory time, floating holiday, and furlough days) have been (or are expected to be) exhausted.
    - (2) Certification from a physician that the illness/injury will preclude the employee from returning to work for at least 30 calendar days must be submitted to the District Administrator with application.
- d. Procedures
- i. Hours shall be donated in minimum of two (2) hour increments on the appropriate donation form.
  - ii. Donated hours will be credited to the recipient on an as needed basis. Hours will be used consecutively to keep the recipient in a fully paid status as long as donated hours allow while on catastrophic leave.
  - iii. All hours donated, whether vacation or compensatory time will be converted to sick leave hours for the recipient and entered to their sick leave accrual balance by Payroll at the end of each pay period.
    - (1) Donor's vacation or compensatory balance will be debited at the end of each period as needed. This will continue until either the donations are exhausted, or the employee returns to work
    - (2) In the event the recipient should die, any sick leave hours in that account may be maintained in the Bank to be distributed amongst the other participants in the program, as needed. The

vacation hours in the recipient account become a part of the recipient's estate.

- iv. HOURS are to be donated, not wages. There will be no tax liability to donors.

## **9 EMPLOYEE POLICIES**

### **9.1 Discrimination, Harassment, and Retaliation Prevention Policy**

#### **9.1.1 The Policy**

The District is committed to providing a professional work environment free from discrimination, harassment, and retaliation. The District is committed to providing equal employment opportunities to all employees and applicants for employment. Accordingly, we adopt and maintain this Equal Employment Opportunity (EEO) policy to encourage professional and respectful behavior and prevent discriminatory, harassing, or retaliatory conduct in our workplace. We will implement appropriate corrective action(s), up to and including discipline, in response to misconduct – including violations of this policy – even if the violation does not rise to the level of unlawful conduct.

The District prohibits discrimination and harassment based on the following characteristics: race, color, caste, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic conditions), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, reproductive health decision-making, age (40 years and over), sexual orientation, veteran or military status, domestic violence victim status, political affiliation, and any other characteristic protected by state or federal antidiscrimination law covering employment.

The District recognizes and supports the obligation to reasonably accommodate employees with disabilities or religious beliefs or practices to allow those employees to perform the essential functions of their jobs. For more information, please review the District's reasonable accommodation policy (Section 3.3.2). If an employee believes they need a reasonable accommodation based on disability or a religious belief or practice, the employee should discuss the matter with the designated HR Representative, Department Head, or District Administrator.

The District prohibits discrimination and harassment based on an employee requesting or taking any type of leave from work that is protected by law, such as family and medical leave, pregnancy disability leave, reproductive loss leave, bereavement leave, time for jury duty, time to appear in court as a witness (including but not limited to as a victim of crime), time off to obtain relief such as a restraining order, or another other leave taken or requested pursuant to state or federal law

The District prohibits retaliation against a person who engages in activities protected under this policy or state or federal law. 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 this policy.

All District employees are expected to assume responsibility for maintaining a work environment that is free from discrimination, harassment, and retaliation. Employees are encouraged to promptly report conduct that they believe violates this policy so that we have an opportunity to address and resolve any concerns. All District staff who supervise employees are required to promptly report conduct they believe violates this policy. We are committed to responding to alleged violations of this policy in a timely and fair manner and to taking appropriate action aimed at ending the prohibited conduct.

### **9.1.2 Scope of Protection**

This policy applies to applicants for employment at, and employees (co-workers, supervisors, and managers) of the District. As used in this policy, the term “employee” includes contractors and volunteers in our workplace.

This policy applies to all conduct with a connection to an employee’s work, even when the conduct takes place away from the District’s premises, such as in a virtual workspace being used by remote workers, on a business trip, or at a business-related social function.

### **9.1.3 Applicant /Employee Rights**

- a. The right to an application process and/or work environment that is free of discrimination, harassment, and retaliation
- b. The right to file a complaint of discrimination, harassment, or retaliation
- c. The right to report inappropriate conduct, which employees are encouraged to do immediately and, whenever possible, in writing
- d. The right to a full, impartial, and prompt investigation by the District or its designee into allegations of conduct that would violate this policy
- e. The right to be timely informed of appropriate information related to the outcome of an investigation either as a complainant or a respondent in the investigation
- f. The right to be represented by a person of the complainant’s choosing at each and every stage of the complaint process
- g. The right to be free from retaliation or reprisal after filing a complaint or participating in the complaint process
- h. The right to file a complaint directly with the California Civil Rights Department, the federal Equal Employment Opportunity Commission, or other appropriate state or federal agencies, and to file a civil action in the appropriate court

### **9.1.4 Conduct Prohibited by this Policy / Definitions**

#### **a. DISCRIMINATION**

As used in this policy, “discrimination” means the unequal treatment of an employee or applicant in any aspect of employment and based solely or in part

on any protected characteristic listed in the first section of this policy. Discrimination violates this policy regardless of whether the applicant or employee actually has the protected characteristic or is merely perceived to have it. Discrimination also violates this policy when it's based on a combination of two or more protected characteristics or the protected characteristic of someone with whom the applicant or employee is associated, such as a family member or friend.

Examples of discrimination include, but are not limited to:

- i. 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)
- ii. Withholding work-related assistance, cooperation, and/or information to applicants or employees because of their protected characteristic

## **b. HARASSMENT**

As used in this policy, "harassment" means disrespectful or unprofessional conduct that is not welcomed by the person being harassed and is based solely or in part on any protected characteristic listed in the first section of this policy. Harassment violates this policy regardless of whether the applicant or employee actually has the protected characteristic or is merely perceived to have it. Harassment also violates this policy when it's based on a combination of two or more protected characteristics or the protected characteristics of someone with whom the applicant or employee is associated, such as a family member or friend.

Harassment can be:

- i. Verbal (such as slurs, jokes, insults, epithets, gestures, or teasing)
- ii. Visual (such as posting or distributing offensive posters, symbols, cartoons, drawings, computer displays, or emails, staring, or leering)
- iii. Physical (such as physically threatening another person, blocking someone's way, or making physical contact in an unwelcome manner)

## **c. SEXUAL HARASSMENT**

As used in this policy, "sexual harassment" means harassment based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, or sexual orientation. It includes all of the actions described above as harassment, as well as other unwelcome sex-based conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, or other verbal or physical conduct of a sexual nature. Sexual harassment does not have to be of a sexual nature and sexual harassment does not need to be

motivated by sexual desire. In addition, sexual harassment may include situations that began as a consensual dating or sexual relationship, but that later became a relationship that was not welcomed by one of the people involved.

Sexual harassment is generally categorized into two types:

- i. Quid Pro Quo Sexual Harassment (“this for that”) includes but is not limited to:
  - Submitting to sexual harassment in order to keep one’s job, get a new job, or receive an employment benefit or opportunity
  - Making decisions about an employee based on their acceptance or rejection of sexual harassment
- ii. Hostile Work Environment Sexual Harassment: Unwelcome conduct on the basis of sex, gender, gender identity, gender expression, or sexual orientation by any person in the workplace that unreasonably interferes with an employee’s work performance and/or creates an intimidating, hostile, or otherwise offensive working environment. When the conduct is not welcome, severe or pervasive, and based on sex, gender, gender identity, gender expression, or sexual orientation, examples of sexual harassment creating a hostile work environment include, but are not limited to:
  - Sexual advances, flirtation, teasing, sexually suggestive or obscene letters, invitations, notes, emails, voicemails, or gifts
  - Comments, slurs, jokes, remarks, or epithets
  - Leering, obscene, or vulgar gestures
  - Displaying or distributing sexually suggestive or derogatory objects, pictures, graphics, cartoons, videos, images, or posters
  - Impeding or blocking movement, touching, or assaulting others
  - Reprisals or threats after a negative response to sexual advances
  - Conduct or comments consistently targeted at one gender, even if the content is not sexual

**d. RETALIATION**

As used in this policy, “retaliation” means any adverse employment action taken against an applicant or employee because that person participated in activity protected under this policy or reasonably thought to be protected under this policy.

Examples of protected activities include, but are not limited to:

- i. Reporting or assisting someone in reporting suspected violations of this policy

- ii. Cooperating in investigations or proceedings arising out of a violation of this policy
- iii. Filing a complaint with the California Civil Rights Department or the U.S. Equal Employment Opportunity Commission

“Adverse employment action” is conduct or an action that materially affects the terms and conditions of the applicant’s or employee’s employment status or is reasonably likely to discourage the person from engaging in a protected activity. Even actions that do not result in a direct loss of compensation or in termination may be regarded as an adverse employment action when considered in the totality of the circumstances.

When done because an applicant or employee reported a violation of this policy, filed a complaint, or otherwise participated in any activity protected (or reasonably thought to be protected) under this policy, examples of retaliation under this policy include, but are not limited to:

- i. Demotion, not promoting, or not considering for promotion
- ii. Suspension, reduction in pay or hours, or changing work assignments
- iii. Denial of a merit salary increase
- iv. Failure to hire or consider for hire
- v. Harassment
- vi. Denying employment opportunities or not talking to an employee when otherwise required by job duties
- vii. Denying a reasonable accommodation

### **9.1.5 Prohibition of Abusive Conduct and Bullying**

In addition to harassment based on a protected characteristic, The District prohibits acts of bullying or abusive conduct, whether by words, gestures, written or electronic communications. A safe and civil environment is necessary for employees to thrive and achieve high standards. Appropriate behavior, civil conduct, treating others with respect, and cultivating a positive workplace culture are expected of all employees.

#### **a. ABUSIVE CONDUCT**

As used in the policy, and defined under California Government Code section 12950.1(g)(2), “abusive conduct” is conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer’s legitimate business interests.

Abusive Conduct can be:

- i. Verbal (such repeated use of derogatory remarks, insults, and epithets)

- ii. Physical (such as conduct that a reasonable person would find threatening, intimidating, or humiliating)
- iii. Sabotage (such as the gratuitous undermining of a person's work performance)

**b. BULLYING**

As used in this policy, "bullying" means the repeated mistreatment of another employee.

Bullying can be:

- i. Written, verbal, graphic or physical acts such as teasing, taunting, name calling, or stealing
- ii. Behavior that substantially interferes with the work and/or opportunities of one or more employees, including intentional social isolation, sabotage, or giving dangerous work assignments
- iii. Behavior that would be perceived by a reasonable person as threatening, humiliating, or belittling, or causing physical harm such as spitting, tripping, or throwing objects
- iv. Cyberbullying, such as using technology to willfully demean, inflict harm, or threaten

**REPORTING AND ADDRESSING VIOLATIONS OF THIS POLICY**

Any employee or applicant who experiences or witnesses behavior they believe violates this policy is encouraged to immediately tell the offending individual to stop and that the behavior is inappropriate, but only if they feel comfortable doing so. The applicant or employee should also immediately report the alleged violation to the designated HR Representative, Department Head, or District Administrator. There is no chain of command when reporting violations of this policy. If the person accused of violating the policy is the District Administrator, the employee should report the conduct to the Chair of the Board. A complaint may be verbal or in writing. Written complaints may be made using the District's "Discrimination, Harassment, and Retaliation Prevention Policy Complaint Form" (Appendix C)

Supervisors or managers who learn of any potential violation of this policy are required to immediately report the matter to the HR Representative, or District Administrator and must follow their instructions of how best to proceed.

The District will promptly look into the facts and circumstances of any alleged violation, as appropriate. Even in the absence of a written or verbal complaint, the District may initiate an investigation if it has reason to believe that conduct may have violated this policy. Moreover, even where a complainant conveys a request to withdraw their initial complaint, the District may continue the investigation to ensure the workplace is free from discrimination, harassment, and retaliation. The District will also investigate anonymous complaints. The method will depend on the details provided in the anonymous complaint. If the complaint is sufficiently detailed, the investigation may be

able to proceed in the same manner as any other complaint. If the information is more general, the District may need to do an environmental assessment or survey to try to determine if misconduct has occurred. All investigations will be fair, impartial, timely, and completed by qualified personnel.

To the extent possible, the District will endeavor to keep the reporting of the applicant or employee's concerns confidential; however, complete confidentiality cannot be guaranteed when it interferes with the District's ability to fulfill its obligations under this policy, applicable law, and any court order. All employees are required to cooperate fully with any investigation. This includes, but is not limited to, maintaining an appropriate level of discretion regarding the investigation and disclosing any and all information that may be pertinent to the investigation.

Upon completion of the investigation, if misconduct is substantiated, the District will take appropriate corrective and preventive action in order to stop the conduct – up to and including discipline where warranted – prevent its recurrence and remedy its effects.

#### **9.1.7 CORRECTIVE ACTION GUIDELINES**

The District will take appropriate corrective action(s) up to and including discipline against any employee(s) when an investigation has found that misconduct occurred. Such corrective action(s) may include, but are not limited to, letters of reprimand, suspension, demotion, or termination. Additionally, depending on the nature of the violation, civil liability could be imposed on the person responsible for the misconduct as well as the District.

#### **9.1.8 FILING COMPLAINTS WITH STATE AND FEDERAL AGENCIES**

Employees and applicants may also file complaints of discrimination, harassment, or retaliation with the agencies listed below. Individuals who wish to pursue filing with these agencies should contact them directly to obtain further information about their processes and time limits.

- a. CALIFORNIA CIVIL RIGHTS DEPARTMENT :  
Website: [www.calcivilrights.ca.gov](http://www.calcivilrights.ca.gov)
- b. U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION:  
Website: [www.eeoc.gov/employees](http://www.eeoc.gov/employees)

#### **9.1.9 HARASSMENT TRAINING PREVENTION REQUIREMENTS**

##### **a. Sexual Harassment Training:**

California law requires that every two years, all employees receive training to increase their understanding of workplace sexual harassment and provide them with tools to prevent such harassment. This training must include information about preventing harassment based on sexual orientation, gender identity, and gender expression, as well as information about employees' role in creating an underlying culture of mutual respect in our workplace. Specific components of the training include how to promptly and effectively respond to sexual harassment when it occurs, the effects of abusive conduct in the workplace, and ways to

appropriately intervene if one witnesses behavior that is not aligned with this policy.

## **9.2 Violence in the Workplace**

- a. The District policy includes maintaining a violence free workplace. The District has a comprehensive Workplace Violence Prevention Program, which can be found in the District's Illness and Injury Prevention Program (IIPP).

## **9.3 Alcohol and Drug Free Workplace Policy**

To help ensure a safe, healthy and productive work environment for our employees and others, to protect District property, and to ensure efficient operations, the District has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for the District.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale, or distribution of controlled substances (including medical or recreational marijuana), drug paraphernalia, or alcohol by an individual anywhere on District premises, while on District business (whether or not on District premises) or while representing the District, is strictly prohibited. Employees and other individuals who work for the District also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, which may impact the employee's ability to perform their job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work. However, this exception does not extend any right to report to work under the influence of lawful recreational or medical marijuana or to use such as a defense to a positive drug test, to the extent the employee is subject to any drug testing requirement, except as permitted by and in accordance with applicable law. Consistent with California law, the District does not prohibit off-duty cannabis use while away from the workplace.

The District reserves the right to require employees to undergo drug and alcohol screening when there is a reasonable suspicion that the employee has violated this policy. Consistent with California law, drug testing panels that include cannabis, THC, or marijuana will only test for actual impairment at the time the test is administered and the specimen is collected. It will not test for the presence of non-psychoactive metabolites in the blood, urine, or hair

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

The District maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and

alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation. Employees are encouraged to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs, or jeopardizes the health and safety of any District employee, including themselves.

#### **9.4 Smoking is Prohibited in District Property or Vehicles**

The District prohibits smoking in all of its owned, leased, or operated buildings and parks to protect the health, safety and comfort of District employees and the public. The District Administrator may designate a smoking area for employees while on break and/or meal times. Smoking is also prohibited in all District owned motorized vehicles, and while operating power equipment. This includes smoking of any products, legal and illegal, and all forms of smoking (i.e., traditional cigarette, vaping, e-cigarette, pipe, cigar, etc.).

#### **9.5 Mobile Devices**

The District prohibits the use of all handheld mobile devices, including telephone, data, personal organizer, or other devices for work purposes while operating a motor vehicle for District business. The use of such devices for personal purposes during work hours or on District business is prohibited. Employees may use hands-free mobile devices for District business while driving during work hours when safe to do so. Special care should be taken in situations where there is heavy traffic, inclement weather, or the employee is driving in unfamiliar area. Employees must adhere to all federal, state, and local rules and regulations regarding the use of mobile devices while driving.

Under no circumstances are employees allowed to use text devices to type or review text messages for work while operating a motor vehicle during work hours or on District business.

Employees are to conduct personal business on their own time. Personal telephone calls during business hours should be confined to those that are absolutely necessary and should be kept short. Employees must utilize their personal mobile devices for such purposes. District mobile devices should only be used in an emergency situation.

#### **9.6 District Vehicles**

Employees who are listed on the District's automobile insurance policy are authorized to drive District vehicles. The vehicles are to be used only for District business and will not be authorized for any personal use. Only Staff with a valid CDL can drive District vehicles. District vehicles are the responsibility of the Park Superintendent.

## **9.7 Personal Vehicles**

Employees who are required to use their personal vehicles for District business must carry automobile insurance required by state law. When using a personal vehicle for District business, the employee shall not transport family members or other passengers, unless for a specific business purpose or an emergency. All traffic laws shall be observed, and safety precautions taken. Any traffic or parking citation issued to the employee is the responsibility of the employee.

Damage to a personal vehicle occurring while on District business shall be reported to the District Administrator and employee's supervisor. Repairs of up to five hundred dollars (\$500.00) not covered by the employee's insurance may be paid by the District upon approval by the Board of Directors.

## **9.8 Driving Safety and Traffic Violation**

We deeply value the safety and well-being of all employees. Due to the risk of motor vehicle accidents resulting from traffic congestion, unsafe driving habits, road conditions and distraction, the District has instituted a safety driving policy and rules. This safety policy applies to all employees who operate a motor vehicle on District business and/or District time, whether operating a District vehicle or personal vehicle.

- a. Inspect vehicles prior to use to ensure that they are in safe operating condition.
  - i. If a vehicle does not pass inspection, the vehicle will be taken out of service for any necessary parts or repairs.
  - ii. Vehicles are not to be operated unless in a safe operating condition and passes the Vehicle Safety Checklist.
- b. Drivers must be physically and mentally able to drive safely. Fatigue, medications, and physical injuries can affect an employee's ability to safely operate a vehicle.
- c. Drivers must conform to all traffic laws and make allowances for adverse weather and traffic conditions. Speeding and aggressive behavior will not be tolerated.
- d. Seat belts must be worn whenever a vehicle is in motion.
- e. Cell phone usage, including texting, is prohibited while driving for District purposes.
- f. Hitchhikers and passengers other than District employees 18 years old and older are not permitted at any time.
- g. Cargo should be secured with ropes and/or cargo netting as needed.
- h. Respect the rights of other drivers and pedestrians.

- i. Drivers may not be under the influence of drugs, alcohol, or any substance that results in physical, cognitive, or mental impairment of the driver while operating any District equipment or vehicles for District purposes.
- j. If an employee has a change in license status, including a renewal, he or she must give a copy of his or her new license to the supervisor for the employee's file.
- k. Employees are responsible for maintaining a valid driver's license

### **9.8.1 Safety Rules Enforcement**

Employees will be subject to disciplinary action up to and including termination for violating any of the safety rules.

- a. All doors should be locked, both when the vehicle is enroute and when it is parked.
- b. All traffic violations, whether on District or personal time, must be reported to the manager within 24 hours or by the next business day. CDL drivers will also be required to complete a violation review form.
- c. The District will review motor vehicle reports annually.

### **9.8.2 Accidents**

Any employee who is involved in an accident while driving for District purposes will be required to complete an accident report using the District auto accident investigation kit while at the scene of the accident. He or she must return the report to his or her supervisor on the same day to review the information to make sure it is complete. The employee must go with his Department Head for his or her post-accident drug and alcohol analysis at one of our designated facilities. The employee may also be required to discuss the accident with HR Representative or Safety Officer.

The Safety Officer will review all accidents and determine whether they were preventable or non-preventable. A preventable accident is defined as an accident in which the driver failed to do everything reasonably possible to prevent it from occurring

### **9.8.3 Motor Vehicle Report (MVR) Standards**

MVRs will be checked annually for all employees who may be required to drive for District purposes. The MVR will be reviewed to ascertain whether the employee holds a valid license and whether his or her driving record is within the parameters set by the District. Drivers will be disqualified for employment requiring driving vehicles for the District or continuing employment requiring driving vehicles for the District for any of the following reasons:

- a. More than one violation for driving under the influence of alcohol, within 5 years, provided the employee did not lose driving privileges as a result

- of the first violation.
- b. Any criminal conviction that involves the operation of a motor vehicle (e.g., a felony, hit and run, negligent homicide, extreme DUI) in the previous five years
  - c. Any of the following violations incurred in the previous three years:
    - i. Any combination of more than two moving violations (any violation resulting in an at fault auto accident automatically counts as two violations).
    - ii. Any violation less than three years old for an alcohol or controlled substance related driving offense.
    - iii. Refusing to take a breathalyzer test upon the request of law enforcement or the District.
    - iv. Careless or reckless driving that results in injury to persons or property.
    - v. Passing a stopped school bus.
    - vi. Leaving the scene of an accident without stopping to file a report.
    - vii. Racing.
  - d. Any combination of more than two moving violations and/or at fault accidents in the past 12 months.
  - e. Continued employment past a loss of license will be reviewed by management is contingent upon the length of loss, the season, current staffing, and any other applicable reasons.
  - f. All District positions will be included in this policy and considered for accommodations.

### **9.9 Dress and Grooming Standards.**

The District considers the presentation of the District's image to its customers and the public to be extremely important. Since the District's product includes service, the District not only seeks good performance and conduct from its employees, but also expects them to observe high standards in their personal presentation. Accordingly, the District expects all employees to dress in a professional manner and consistent with good hygiene and safety.

Employees represent the District and department when on duty or in uniform. In choosing appropriate work attire, employees should consider public contact, the nature of the job, safety and working conditions. The District expects all employees to be neat and clean, to dress for work according to generally accepted business and professional standards as dictated by their work assignment and as required by their department. Department Heads will set an appropriate dress and appearance code for their respective departments to provide the best possible image of the District to the community. In enforcing this

policy, the District will not discriminate against any employee with a natural hairstyle (braids, twists, locks, or other hairstyles protected from discrimination or harassment based on race) in accordance with California law.

An employee whose religious beliefs or practices conflicts with the Dress Code and Grooming Standards may request an accommodation. This includes wearing of religious clothing, head or face coverings, jewelry, artifacts, and other items that are part of the observance of one's religion. The District will make reasonable accommodations, as appropriate, that do not result in undue hardship or safety risks. All decisions will be made in accordance with the District's interactive and reasonable accommodation process.

### **9.9.1 Inappropriate Dress and Grooming Standards.**

The District reserves the right to restrict dress for legitimate reasons relating to safety, hygiene or environmental conditions in all District facilities during regular working hours. These standards include:

- a. Torn, dirty, or frayed clothing is unacceptable; all seams must be finished.
- b. Clothing with prominent, conflicting, or competitive industry logos other than that of the District may not be worn while the employee is on duty.
- c. Clothing with graphics or words that are objectively offensive based on content that is racial, sexual, religious, ethnic, or mocking disabilities, or otherwise violates the District's policy against unlawful harassment or discrimination.
- d. Hair that is dirty and unkept, regardless of length.
- e. Perfume and cologne should be in good taste and not distracting to employees or the public.

### **9.9.2 Body Art and Jewelry**

The District expects all employees to exercise appropriate judgment with regard to personal appearance, dress, and grooming to be most effective in the performance of their workplace duties. The District recognizes that personal appearance is an important element of self-expression and strives not to control or dictate appropriate employee appearance, specifically with regard to jewelry or body art as a matter of personal choice. For the purposes of this section, "body art" includes permanent tattoos, temporary tattoos, scarification, branding, scalpelling, and body painting.

In keeping with this approach, the District allows reasonable self-expression through personal appearance, unless a) it conflicts with an employee's ability to perform their position effectively and safely within their specific work environment, or b) it is regarded as offensive or harassing toward co-workers or others with whom the District conducts business and has contact with

employees. Factors that management will consider when determining whether body art and jewelry may pose a conflict with the employee's job or work environment include:

- a. Safety of self or others.
- b. Offensive to co-workers, community, vendors, or others in the workplace based on: Racial, sexual, religious, ethnic, or other characteristics or attributes of a sensitive or legally protected nature or otherwise violates the District's policy against unlawful harassment or discrimination.
- c. Extremist or gang-related body art or jewelry.

If management determines an employee's jewelry or body art may present such a conflict, the employee will be encouraged to identify appropriate options such as removal of excess or offensive jewelry, covering of tattoos, or other reasonable means to mediate the issue.

## **9.10 District Tools**

The District provides keys, equipment, tools, and supplies to be used exclusively by the employees for the performance of their work duties for the District. Use of District keys, equipment, tools, and supplies for personal reasons, personal benefits or convenience is strictly prohibited and will subject the employee to disciplinary action up to and including termination.

Employees shall not use their personal equipment, tools, and/or supplies for the performance of their work duties without the express authorization from their supervisor. Any damage which occurs to an employee's personal equipment, tools and/or supplies as a result of use in the performance of the employee's work duties will be the responsibility of the employee and not the District unless authorization from the supervisor was obtained prior to such use.

## **9.11 Technology Use Policy**

The District provides various Technology Resources to authorized employees to assist them in performing their job duties for the District. Each employee has a responsibility to use the District's Technology Resources in a manner that increases productivity, enhances the District's public image, and is respectful of other employees. Failure to follow the District's policies regarding Technology Resources may lead to disciplinary measures, up to and including termination of employment.

- a. **Technology Resources Definition.** Technology Resources consist of all electronic devices, software, and means of electronic communication including any of the following: personal computers and workstations; laptop computers; mini and mainframe computers; computer hardware such as disk drives and tape drives; peripheral equipment such as printers, modems, fax machines, and copiers; computer software applications and

associated files and data, including software that grants access to external services, such as the Internet; electronic mail; telephones; mobile phones; personal organizers and other handheld devices; pagers; voicemail systems; and instant messaging systems.

- b. **Use.** The District's Technology Resources are to be used by employees only for the purpose of conducting District business. The District is aware that employees use electronic mail for correspondence that is less formal than written memoranda. Employees must take care, however, not to let informality degenerate into improper use. As set forth more fully in the District's "Policy Against Harassment," the District does not tolerate discrimination or harassment based on gender, gender identity, gender expression, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), race, color, caste, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, age (40 years and over), physical disability, mental disability, medical condition (including cancer and genetic conditions), marital status, sexual orientation, veteran or military status, domestic violence victim status, political affiliation, or any other status protected by state and federal laws. Under no circumstances shall employees use the District's Technology Resources to transmit, receive, or store any information that is discriminatory, harassing, defamatory, obscene, indecent, threatening, or that otherwise could adversely affect any individual, group, or entity (e.g., sexually explicit or racial messages, jokes, or cartoons).

Employees shall not use the District's Technology Resources for any illegal purpose, violation of any District policy, in a manner contrary to the best interests of the District, in any way that discloses confidential or proprietary information of the District or third parties, or for personal or pecuniary gain.

- c. **District Access To Technology Resources.** All messages sent and received, including personal messages, and all data and information stored on the District's Technology Resources (including on its electronic mail system, voicemail system, or computer systems) are District property regardless of the content. As such, the District reserves the right to access all of its Technology Resources including its computers, voicemail, and electronic mail systems, at any time, in its sole discretion.
- d. **No Reasonable Expectation Of Privacy.** Although the District does not wish to examine personal information of its employees, on occasion the District may need to access its Technology Resources including computer files, electronic mail messages, voicemail messages and video surveillance. Employees should understand, therefore, that they have no right of privacy with respect to any messages or information created, collected, or maintained on the District's Technology Resources, including personal

information or messages. The District may, at its discretion, inspect all files or messages on its Technology Resources at any time for any reason. The District may also monitor its Technology Resources at any time in order to determine compliance with its policies, for purposes of legal proceedings, to investigate misconduct, to locate information, or for any other business purpose.

- e. **Passwords.** Certain of the District's Technology Resources can be accessed only by entering a password. Passwords are intended to prevent unauthorized access to information. Passwords do not confer any right of privacy upon any employee of the District. Thus, even though employees may maintain passwords for accessing Technology Resources, employees must not expect that any information maintained on Technology Resources, including electronic mail and voicemail messages, are private. Employees are expected to maintain their passwords as confidential. Employees must not share passwords and must not access coworkers' systems without express authorization.
- f. **Data Collection.** The best way for employees to ensure the privacy of personal information is not to store or transmit it on the District's Technology Resources. Employees are to understand the extent to which information is collected and stored. Examples of information currently maintained by the District are provided below. The District may, however, in its sole discretion, and at any time, alter the amount and type of information that it retains.
  - i. Telephone Use and Voicemail: Records are kept of all calls made from and to a given telephone extension. Although voicemail is password-protected, an authorized administrator can listen to voicemail messages and reset the password.
  - ii. Electronic Mail: Electronic mail is backed up and archived. Although electronic mail is password-protected, an authorized administrator can read electronic mail and reset the password.
  - iii. Document Use: Each document stored on District computers has a history that shows which users have accessed the document for any purpose.
  - iv. Internet Use: Internet sites visited, the number of times visited, and the total time connected to each site are recorded and periodically monitored.

## 9.12 Telecommuting Policy

Telecommuting is a work arrangement in which some or all of the work is performed off District premises, such as in the home. Communication may be by one of several means such as telephone, computer, and fax. Prior to an employee being permitted to perform work by means of telecommuting, it will be necessary for the employee and District Administrator to meet and determine the

parameters of such work. The arrangement must be in the best interests of the District and should not cause significant problems for the District, other staff or the employee. The employee must understand that not all job duties and/or positions may be performed by means of telecommuting.

Telecommuting arrangements with the District are intended to be temporary only. Employees participating in telecommuting at their own request are not eligible for reimbursement for any tools, technology, nor facilities needed to telecommute.

### **9.13 Anti-Theft Policy**

The District values all employees and their property, and expects that employees in turn value the District and its assets. Therefore, we will not tolerate employee theft, or stealing of any kind, including fraudulent time card reporting. This includes theft of money, information, products, inventory, tools or any items that belong to the District or to an employee, or customer of the District.

As such, we expect all incidents of employee theft to be reported immediately to your supervisor or HR representative, along with any information you have observed or obtained related to the alleged theft. We further retain the right to use video cameras or audio recording methods, within legal parameters, as well as software to identify and detect employee theft.

Below are examples of types of theft to illustrate prohibited behaviors:

- Employees may not take money from the District or any customer.
- Employees may not take or give away products or services without prior approval from a supervisor or any level above. This includes free admittance to the pool, discounted rental rates or discounted District programs.
- Employees may not take District tools, office supplies, cleaning supplies or any physical object that belongs to the District.
- Employees may not falsify time card records.

The District will investigate all claims of theft. Employees who violate any state or federal law, including employee theft will be disciplined up to and including termination. In addition, a police report may be filed as well as a potential lawsuit against the employee with a request for restitution of funds or products, inventory or assets.

### **9.14 Workplace Conduct**

The District expects all employees to observe professional behavior while at work. As with all organizations, the District considers certain conduct unacceptable. Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and

including discharge, in the District's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

- Obtaining employment on the basis of false or misleading information, falsifying information, or making material omissions in any District documents or records.
- Stealing, removing, or defacing District property or a co-worker's property,
- Unauthorized disclosure of confidential information.
- Dishonesty of any kind, including asking another employee to lie, withholding the truth from management, or falsifying time sheets or any District documents or files.
- Fighting, threatening, or intentionally intimidating others or other violations of the District's Workplace Violence Prevention Program.
- Violation of the District's Policy Against Harassment and Discrimination.
- Unlawful or unauthorized possession of alcohol or drugs while on duty or on District premises, or reporting to work under the influence of alcohol or drugs.
- Failure to follow lawful and safe instructions of a supervisor.
- Failure to perform assigned job duties.
- Unsatisfactory attendance, excessive absenteeism, repeated tardiness, not being ready to work at the start of a workday, stopping work before the end of the workday, leaving work early, beginning meal or rest breaks early, or ending meal or rest breaks late.
- Willful or careless destruction or damage to District assets or to the equipment or possessions of another employee.
- Wasting work materials.
- Performing work of a personal nature during working time.
- Unsatisfactory job performance.
- Engaging in any action, on or off District premises, that reflects unfavorably on the organization and its reputation, including criminal or illegal behavior of any kind.
- Improper political activity prohibited by any applicable state or federal law.
- Failure to possess or keep in effect any license or certificate or other similar requirement necessary to the employee's position.
- Consistent failure to observe safety regulation or other unsafe conduct.

- Any other violation of District policy.

### **9.15 Whistleblower Retaliation Prevention**

The District is committed to lawful and ethical operations. Employees are encouraged to speak up if they see or suspect a violation of state or federal law, District policy, fraud, misuse of District resources, or other improper conduct. Employees may report concerns to the District Administrator or any member of the Board of Directors. Reports will be handled as confidentially as possible, however, complete confidentiality cannot be guaranteed when it interferes with the District's ability to fulfill its obligations under this policy, applicable law, and any court order. The District prohibits retaliation against an employee who, in good faith, reports suspected unlawful conduct, unsafe working conditions or work practices, participates in an investigation, or refuses to engage in unlawful activity. Retaliation includes termination, demotion, loss of hours or pay, reassignment, intimidation, or any action that would discourage someone from reporting a concern.

California Labor Code section 1102.5 protects employees who report suspected violations to the District or to any government agency. The required state notice describing these rights can be found here:

<https://www.dir.ca.gov/dlse/whistleblowersnotice.pdf>

Employees are encouraged to review this notice for additional information.

## **10 GRIEVANCE PROCEDURES**

The District has adopted the following grievance procedures available to all employees.

### **10.1 Definition**

A grievance shall be defined as a complaint of an employee or group of employees alleging unsafe or unhealthy working conditions or a claimed violation, misrepresentation or inequitable application of District policies or rules affecting employment conditions and relationships. This grievance procedure may not be used to complain about another employee. Such matters should be taken to your Department Head or to the HR Representative.

This grievance procedure does not apply to reports or complaints of discrimination, harassment, or retaliation that are covered by the District's Policy Against Harassment and Discrimination. Such complaints should be submitted via the complaint procedure outlined in that policy. In addition, specifically excluded from the grievance procedures are subjects involving the amendment of state or federal law; resolutions adopted by the District's Board of Directors, ordinances or Board orders, including decisions regarding wages, hours, and terms and conditions of employment. This grievance procedure also does not apply to disciplinary actions, which are covered by the Personnel Actions policy.

### **10.2 General Provisions**

- a. Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure. The time limitation for any step may be extended if circumstances warrant as determined in the sole discretion of the Department Head or District Administrator.
- b. An employee may be assisted in presenting a grievance by a representative on behalf of that employee. Any cost for representation will be the responsibility of that employee.
- c. An employee may present a grievance while on duty. An employee while on duty may present another employee's grievance on behalf of that employee, although the grievant shall be the latter employee, not the person who presented it. The use of District time for this purpose shall be reasonable. The District Administrator shall determine what constitutes reasonable time.
- d. An employee shall bring only grievances as defined above in Section 10.1 of this policy. If an employee's complaint does not fall within the definition

of a grievance, the District Administrator shall advise the employee which alternative procedure in these personnel policies, if any, is applicable to their concern.

- e. The Department Head and/or HR representative will inform the District Administrator when a grievance is filed. If the District Administrator is named in the grievance and/or a witness to the grievance, the Board Chair will be informed.
- f. The grievance procedure may be used by an employee without fear of retaliation in any form. Reprisals shall not be taken against an employee for submitting a grievance. Supervisors and other management representatives shall not delay or suppress submission and orderly consideration of a grievance.
- g. The District shall attempt to ensure the confidentiality of all communications pertaining to employee grievances. Such communications shall not be discussed except with the employee or representative and the appropriate supervisory personnel as necessary to ensure an adequate investigation of the grievance.
- h. The District Administrator or the Board of Directors each may issue such supplemental procedures and instructions as may be necessary to implement this policy.

### **10.3 Grievance Procedure.**

#### **1. Step One: Discussion with Department Head.**

A written Statement of Grievance Form (Appendix B) must be submitted within ten (10) working days of the incident that forms the basis of the grievance. A grievance must be presented first to the Department Head (unless the Department Head is the subject of the grievance), who shall attempt to resolve the grievance within ten (10) working days. Only one incident may be presented per grievance. A grievance may not be filed on an incident or issue which does not impact the grievant in their job or in which the grievant does not have individual interest.

All grievance shall be filled on the Statement of Grievance Form (Appendix B) and shall include:

- a. A concise statement of the grievance
- b. The policy, procedure or rule allegedly violated
- c. List of names of individual(s) involved
- d. List of witnesses
- e. Statement of facts supporting the grievance
- f. Steps taken towards resolution

g. Remedy or relief being sought

If the grievance is not informally settled within ten (10) working days, the Department Head or HR representative shall provide a written response to the grievant. In the event the matter cannot be adequately addressed within ten (10) working day period, the Department Head or HR representative can extend the time by providing written notice to the grievant.

**2. Step Two: Appeal to the District Administrator.**

If the grievant is unsatisfied by the Department Head or HR representative's written response at Step One, the grievant may appeal to the District Administrator. The grievant must notify the Department Head / HR representative and the District Administrator of their wish to appeal the response within five (5) working days of receipt of the Step One written response. An appeal may not contain issues which have not been presented to the Department Head / HR representative in the initial grievance. The appeal must state:

- a. A concise statement of the grounds for the appeal.
- b. A description of any evidence which the grievant contends was not reviewed sufficiently by the Department Head / HR representative.
- c. The specific remedy or relief sought.

The District Administrator shall have ten (10) working days within which to review the matters set forth in the appeal. If, in the sole discretion of the District Administrator, it is determined that additional time is necessary to consider the matters in the appeal, the District Administrator shall notify the grievant of the additional time required. The District Administrator shall issue a written decision after a complete review of the appeal.

**3. Step Three: Appeal to the Board.**

If the grievant is not satisfied with the decision rendered by the District Administrator at Step Two, the employee may appeal the grievance within five (5) working days to the Board of Directors. An appeal may not contain issues which have not been presented in the initial grievance and the appeal to the District Administrator. The appeal must state:

- a. A concise statement of the grounds for the appeal.
- b. A description of any evidence which the grievant contends was not reviewed sufficiently by the Department Head and District Administrator.
- c. The specific remedy or relief sought.

The Board of Directors shall have ten (10) working days within which to review the matters set forth in the appeal. If, in the sole discretion of the Board of Directors, it is determined that additional time is necessary to consider the matters in the appeal, the Board of Directors shall notify the grievant of the

additional time required. The Board of Directors shall issue a final written decision after a complete review of the appeal.

#### **10.4 Grievances Involving the District Administrator or a Board Member**

When the grievance involves or relates to the District Administrator or a Board Member, the steps outlined in Section 10.3 above are not applicable. Instead, a grievance shall be subject to the steps outlined below in this section.

##### **1. Grievance Involving the District Administrator**

A written Statement of Grievance Form (Appendix B) must be submitted within ten (10) working days of the incident that forms the basis of the grievance to the Chair of the Board. Only one incident may be presented per grievance. A grievance may not be filed on an incident or issue which does not impact the grievant in their job or in which the grievant does not have individual interest.

All grievance shall be filled on the Statement of Grievance Form (Appendix B) and shall include:

- a. A concise statement of the grievance
- b. The policy, procedure or rule allegedly violated
- c. List of names of individual(s) involved
- d. List of witnesses
- e. Statement of facts supporting the grievance
- f. Steps taken towards resolution
- g. Remedy or relief being sought

The Board of Directors shall have ten (10) working days within which to review the matters set forth in the appeal. If, in the sole discretion of the Board of Directors, it is determined that additional time is necessary to consider the matters in the appeal, the Board of Directors shall notify the grievant of the additional time required. The Board of Directors shall issue a final written decision after a complete review of the appeal.

##### **2. Grievance Involving a Board of Director Member**

A written Statement of Grievance Form (appendix B) must be submitted within ten (10) working days of the incident that forms the basis of the grievance to the District Administrator. If the District Administrator is the grievant, the Statement of Grievance must be submitted to the Board Chair, or the Vice-Chair if the Board Chair is named in the grievance. Only one incident may be presented per grievance. A grievance may not be filed on an incident or issue which does not impact the grievant in their job or in which the grievant does not have individual interest.

All grievance shall be filled on the Statement of Grievance Form (Appendix B) and shall include:

- a. A concise statement of the grievance
- b. The policy, procedure or rule allegedly violated
- c. List of names of individual(s) involved
- d. List of witnesses
- e. Statement of facts supporting the grievance
- f. Steps taken towards resolution
- g. Remedy or relief being sought

The Board of Directors shall have ten (10) working days within which to review the matters set forth in the appeal. If, in the sole discretion of the Board of Directors, it is determined that additional time is necessary to consider the matters in the appeal, the Board of Directors shall notify the grievant of the additional time required. The Board of Directors shall issue a final written decision after a complete review of the appeal.

#### **10.5 Withdrawal**

A grievant may withdraw a grievance at any time. To withdraw a grievance, the grievant must inform the Department Head or HR representative and sign the Statement of Withdrawal on the Statement of Grievance Form (Appendix B). Once a grievance has been withdrawn, it can only be addressed via the submission of a new Statement of Grievance Form within ten (10) working days of the incident, consistent with Sections 10.3-10.4.

#### **10.6 Resolution**

Once a grievance has been resolved through the highest step identified in this policy, and a final written decision on the grievance has been issued by the Board of Directors, there are no further appeals or requests for reconsideration, and the written decision of the Board of Directors shall be deemed final.

## 11 PERSONNEL ACTION

The District and its employees are judged on their performance and results, and it is important that both retain the ability to determine their respective relationships with one another. Consequently, it is important to note that employees and the District share the right to sever the employment relationship at will, at any time, with or without cause or advance notice.

The purpose of disciplinary action is to correct deficiencies in employee performance, to seek improvement to meet appropriate standards, and/or to correct for violation of District policies. The disciplinary process outlined in this policy has been established to provide general guidelines for a fair method for disciplining employees.

**All employees are employed at-will.** The District reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The District will address each situation individually and nothing in this manual should be construed as a promise of specific treatment in a given situation. However, the District will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate the employee at any time for any reason.

Discipline may be initiated for various reasons including, but not limited to, improper conduct in violation of any District policy, violations of District work rules, insubordination, or poor job performance. The severity of the action depends on the nature of the offense and an employee's record.

The normal progressive discipline procedure consists of:

- Counseling and verbal warning: This creates an opportunity for the immediate supervisor to bring attention to the performance, conduct, or attendance issue. The supervisor should discuss with the employee the nature of the problem or the violation of applicable policies and procedures. The supervisor is expected to clearly describe expectations and steps the employee must take to improve their performance or resolve the problem.
- Written warning: A written communication to the employee that a performance, conduct, or attendance issue has been committed. If this is an issue for which the employee has already been counseled, management will outline the consequences for the employee of their continued failure to meet performance or conduct expectations. A copy of this warning is given to the employee and one copy is filed in the employee's personnel file.
- Performance Improvement Plan: A written document that provides an opportunity for performance improvement through the accomplishment of specific performance related goals. The Performance Improvement Plan process is used when an employee demonstrates an ongoing pattern of

performance that is below standards in one or more areas of essential job duties, and may be used in conjunction with the discipline procedure.

- Suspension without pay: Some performance, conduct, or safety incidents are so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. Depending on the seriousness of the infraction, the employee may be suspended without pay in full-day increments consistent with the Fair Labor Standards Act (FLSA). Nonexempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. In compliance with the FLSA, unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues.
- Termination: The final step in the disciplinary process is termination from employment. The District may choose to enforce an alternative measure of discipline, such as demotion, in an effort to solve the problem short of dismissing an employee. Although the District endeavors to follow a progressive discipline model, the District reserves the right to combine and skip steps depending on the circumstances of each situation and the nature of the offense. Furthermore, employees may be terminated without prior notice or disciplinary action.

## 12 APPENDIX A – SALARY RESOLUTION

### RESOLUTION NUMBER 15-08-542

#### RESOLUTION OF THE ORANGEVALE RECREATION & PARK DISTRICT ESTABLISHING CLASSES OF REGULAR EMPLOYMENT AND SALARY RANGES

WHEREAS, the ORANGEVALE RECREATION & PARK DISTRICT (the “District”) a political subdivision of the State of California, and a recreation and park district formed pursuant to Public Resources Code Section 5780, et seq., is authorized to appoint the necessary employees, define qualifications and duties, and provide a schedule of compensation for performance of those duties pursuant to Public Resources Code Section 5786.1.

WHEREAS, all employees of the District are employed on an at-will basis, meaning that either party may terminate the employment relationship at any time, with or without cause, and it is not the intention of the District to alter that relationship by virtue of this Resolution;

WHEREAS, the District has entered into a Special District Agreement dated January 22, 1987 (the “Agreement”) with the County of Sacramento (the “County”) for the provision of health, welfare and retirement benefits to its employees as provided for therein; and

WHEREAS, the District feels it is in the best interests of the District and its employees to establish a basic compensation plan for all classifications of employment and to set forth the classes of employees entitled to health and retirement benefits pursuant to the Agreement; and

WHEREAS, this Resolution shall be known as, and may be cited as the “Salary Resolution of Orangevale Recreation & Park District”.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED AS FOLLOWS:

**Section 1. Basic Compensation Plan.** The District hereby establishes a basic compensation plan for all employees in all of the classifications of employment as described in Section 3 of this resolution to be effective as of the date the resolution is adopted.

**Section 2. Definitions:** The following terms as used in this Resolution shall, unless the context clearly indicates otherwise, have the respective meanings set forth herein. Words used in the present tense include in the future, except where the natural construction of this Resolution otherwise indicates. Words in the singular number include the plural, words in the plural number include the singular, and the word “shall” is mandatory and not directory.

1. “**Class**” means a position or group of positions having comparable duties, responsibilities and qualifications which have been approved as a class by the Board of Directors.

2. **“Class specification”** means the official description of a class including:
  - a. The title;
  - b. A statement of the duties and responsibilities; and
  - c. The employment standards, such as education, experience, knowledge, skills and abilities, which may be required of applicants for employment in the class.
3. **“Classification plan”** means the arrangement of positions in classes, together with the titles and specifications describing each class.
4. **“Continuous employment”** means employment uninterrupted from the date of appointment, except by authorized absence.
5. **“Employee”** means a person holding a position with the District.
6. **“Extra help employee”** means any employee who is employed for a period of short duration, whether part-time or full-time, in a position which either is designated as extra help in the annual salary resolution or is not contained therein.
7. **“Hourly rate”** means the amount of individual compensation, for a full hour’s service, which either is computed by dividing monthly salary by the number of working hours in a month or is specifically established in the annual salary resolution.
8. **“Intermittent appointments”** means an appointment made where no permanent full-time position exists, but where funds are provided to maintain adequate coverage of work for short periods of time at frequent intervals, or where positions are of a recurring nature. Intermittent appointments shall not exceed the full-time equivalent of nine (9) months employment in any calendar year. Persons appointed under this rule shall not acquire permanent status.
9. **“Layoff”** means the involuntary termination from a class of a permanent or probationary employee without fault on the part of the employee, because of lack of work, lack of funds, or in the interest of economy.
10. **“Monthly salary”** means the amount of individual compensation, for a full month of service, which is established specifically in the annual salary resolution.
11. **“Part-time employee”** for the purposes of this Resolution, means any employee who is assigned to normally work less than thirty two hours of work during the employee’s period of employment. A part-time employee may be either a “regular” or an “extra help” employee, and eligibility of such employee for the benefits provided in this Resolution shall be determined accordingly.
12. **“Permanent employee”** means a person who has completed the introductory period of six months to a permanent position.
13. **“Permanent position”** means any position established in this Resolution as permanent.
14. **“Position”** means any combination of duties regularly assigned to be performed by one person.

15. **“Regular employee”** means any officer or employee in the classified or unclassified service who occupies a permanent position whether part-time or in the class which is designated as permanent or career type employment; any elected official and his or her exempt deputy or assistant; and any regular employee who temporarily transfers to a temporary position.

16. **“Seasonal appointment”** means a short-term appointment to fill a temporary need, usually related to a time of the year. A seasonal appointment shall not exceed the full-time equivalent of nine months employment in any calendar year. Persons appointed under this rule shall not acquire permanent status.

17. **“Separation”** means any termination of employment. Separation from employment of a temporary employee or the return of a regular employee from a temporary upgrade to the immediate former class in which the employee held permanent status does not constitute a layoff.

18. **“Temporary appointment”** means an appointment of limited duration, and which may not exceed one day less than six months, and which are not recurrent. Time spent under such appointment shall not constitute a part of the probationary period.

19. **“Temporary employee”** means an employee who has been appointed to a position which is other than a permanent position.

20. **“Vacancy or vacant position”** means any unfilled position.

**Section 3. Salary Schedule and Compensation Plan.** The salary schedule and compensation plan attached hereto as Exhibit A is hereby adopted.

**Section 4. Benefits.** Pursuant to the Special District Agreement, the District and its employees are subject to the same eligibility requirements and general rules for health and welfare benefits, and participation in the Sacramento County Employees Retirement System (“SCERS”) in the same manner as they apply to the County and its employees. Regular full-time and regular part-time (twenty hours or more per week) employees shall be eligible for enrollment in the group plans and SCERS. In accordance with the Special District Agreement, and the Sacramento County Code, rules and regulations, the following classes of employees are not considered “permanent” and/or “regular” full-time and/or part-time employees:

1. Temporary, intermittent, seasonal, or extra-help employees.
2. Volunteers.
3. Employees working in an “on-call” status and not occupying a position considered by the District to be a “permanent” position.
4. Employees who occupy a position that is not classified as a permanent or career-type position.
5. Specific classifications of employees not considered “regular” and/or “permanent” employees and therefore not eligible for participation in the District’s health, welfare and retirement benefits are set forth in Exhibit A and incorporated herein by this reference.

**Section 5. Personnel Policies and Procedures.** All employees shall be subject to and comply with the District's personnel policies and procedures as amended and revised from time to time by the District's Board of Directors.

**Section 6. Validity.** If any section, subsection, paragraph, sentence, clause, or phrase of this Resolution is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this Resolution. The Board of Directors of the Orangevale Recreation & Park District hereby declares that it would have passed and does hereby enact this Resolution and each section, subsection, paragraph, sentence, clause, and phrase hereof, irrespective of the fact that any one (1) or more sections, subsections, paragraphs, sentences, clauses, or phrases be declared invalid or unconstitutional.

**Section 7. Implementation.** Unless otherwise indicated, all provisions of this Resolution shall become effective as of the date the resolution is adopted.

The District Administrator is authorized to create a table of class titles, pay rates and salary schedules consistent with actions taken by the Board of Directors authorizing such titles and rates of pay.

Passed and adopted this 20<sup>th</sup> day of August 2015, on motion by:

YES: Brunberg, Montes, Meraz, Caldwell, Stickney

NOES: None

ABSENT: None

ABSTAIN: None

# 13 APPENDIX B – STATEMENT OF GRIEVANCE FORM



## APPENDIX B

### STATEMENT OF GRIEVANCE FORM

Grievant Employees Name: \_\_\_\_\_ Employee Position: \_\_\_\_\_

Grievance Filed with: \_\_\_\_\_ Date of Grievance Filing: \_\_\_\_\_

Date(s) of Incident: \_\_\_\_\_

Concise Statement of the Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Policy, procedure, or rule allegedly violated: \_\_\_\_\_  
\_\_\_\_\_

List of names of individual(s) involved: \_\_\_\_\_  
\_\_\_\_\_

List of witnesses: \_\_\_\_\_  
\_\_\_\_\_

Statement of facts supporting the Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Steps taken toward resolution: \_\_\_\_\_  
\_\_\_\_\_

Remedy or relief being sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

#### **OVparks STATEMENT OF GRIEVANCE WITHDRAWAL**

This Statement of Grievance Withdrawal is ONLY to be signed IF the person filing would like to withdraw the Grievance. Once a grievance is withdrawn, it can only be addressed by a new Statement of Grievance.

I, (name) \_\_\_\_\_ withdraw the above grievance on (date) \_\_\_\_\_

Signature: \_\_\_\_\_ Witness: \_\_\_\_\_

# 14 APPENDIX C – DISCRIMINATION, HARASSMENT, & RETALIATION PREVENTION POLICY COMPLAINT FORM



**Orangevale Recreation & Park District  
DISCRIMINATION, HARASSMENT & RETALIATION PREVENTION POLICY COMPLAINT FORM**

Employee Name: \_\_\_\_\_ Employee Position: \_\_\_\_\_

Immediate Supervisor: \_\_\_\_\_

Employee Email: \_\_\_\_\_ Employee Phone Number: \_\_\_\_\_

Please describe the conduct that you believe violates the Discrimination, Harassment and Retaliation Prevention Policy. In your narrative, describe: (1) What happened to you; (2) Why you believe you are experiencing discrimination, harassment, or retaliation, including the reason or evidence you have to support your belief; and (3) When the acts of discrimination, harassment, or retaliation occurred. Attach additional pages if necessary. If you require assistance with completing this form as a reasonable accommodation, contact the HR Representative.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Person(s) alleged to have violated the policy:**

Person #1 Name: \_\_\_\_\_ Person #1 Position: \_\_\_\_\_

Person #2 Name: \_\_\_\_\_ Person #2 Position: \_\_\_\_\_

Person #3 Name: \_\_\_\_\_ Person #3 Position: \_\_\_\_\_

**Person(s) with information/knowledge of the alleged incident:**

Witness #1 Name: \_\_\_\_\_ Witness #1 Position: \_\_\_\_\_

Witness #1 Name: \_\_\_\_\_ Witness #1 Position: \_\_\_\_\_

Witness #1 Name: \_\_\_\_\_ Witness #1 Position: \_\_\_\_\_

Have you complained to anyone at Orangevale Recreation & Park District about this matter? – If “yes”, explain the situation. When did you complain, to whom, and what was the result? Attach additional pages if necessary.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

*Please submit to the District’s HR Representative.*

**15 APPENDIX D – CELL PHONE STIPEND PARTICIPATION FORM**

**ORANGEVALE RECREATION & PARK DISTRICT**

**CELL PHONE STIPEND PARTICIPATION FORM**

This is to verify that:

- I wish to voluntarily participate in the Cell Phone Stipend Program as described in the policy.
- I agree to have my cell phone number listed on District call out lists.
- I agree to accept and make business related calls from my cell phone both during scheduled work time and non-work time.
- I understand that I will be reimbursed only for those months in which I have participated for the full period of that month.
- I understand that this is a voluntary participation, and that I may opt out at any time.

**Employee Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Employee's Name (type or print)** \_\_\_\_\_

## 16 APPENDIX E – ACKNOWLEDGMENT OF POLICIES

### OVparks Acknowledgment of Personnel Policies

I acknowledge that I have received a copy of the Orangevale Recreation & Park District's Personnel Policy Manual, revision date **January 1, 2026**. I understand that I am responsible for reading the Manual and for knowing and complying with the policies set forth in the Manual during my employment with the District.

I understand that these policies supersede and replace any previously issued bulletins or summaries. I further understand, however, that the policies contained in the Manual are guidelines only and are not intended to create any contractual rights or obligations, express or implied, and shall not be construed to create any type of right to a "fair procedure" prior to termination or other disciplinary action. I also understand that the District has the right to amend, interpret, modify, or withdraw any of the provisions of the Manual at any time in its sole discretion, with or without notice. Furthermore, I understand that, because the District cannot anticipate every issue that may arise during my employment, if I have any questions regarding any of the District's policies or procedures, I should consult the District's Human Resources.

**I understand and agree that my relationship with the District is "at-will," which means that my employment is for no definite period and may be terminated by me or by the District at any time and for any reason, with or without cause or advance notice. I also understand that the District may demote or discipline me or otherwise alter the terms of my employment at any time at its discretion, with or without cause or advance notice.**

I understand and agree that the terms of this Acknowledgment may not be modified or superseded except by a written agreement signed by me and the District Administrator, that no other employee or representative of the District has the authority to enter into any such agreement, and that any agreement to employ me for any specified period of time or that is otherwise inconsistent with the terms of this Acknowledgment will be unenforceable unless in writing and signed by me and the District Administrator. I further understand and agree that if the terms of this Acknowledgment are inconsistent with any policy or practice of the District now or in the future, the terms of this Acknowledgment shall control.

Finally, I understand and agree that this Acknowledgment contains a full and complete statement of the agreements and understandings that it recites, that no one has made any promises or commitments to me contrary to the foregoing, and that this Acknowledgment supersedes all previous agreements, whether written or oral, express or implied, relating to the subjects covered in this Acknowledgment.

**Employee Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Employee's Name (type or print)** \_\_\_\_\_

**Acknowledgment of Discrimination, Harassment, and Retaliation  
Prevention Policy**

I hereby acknowledge that I have received and read the District’s Policy Against Harassment and Discrimination (Section 9.1 of PPM) and understand the procedure for reporting any incidents which I feel constitute harassment, discrimination, or retaliation.

**Employee Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Employee’s Name (type or print)** \_\_\_\_\_

---

**Acknowledgment of Alcohol and Drug Free Workplace Policy**

I acknowledge that I have read and received a copy of the District’s Drug and Alcohol Policies (Section 9.3 of PPM). I further understand that I am responsible for complying with these policies and any investigations set forth because of these policies. I further understand that my failure to comply with these policies will result in personnel action, up to and including termination of employment.

**Employee Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Employee’s Name (type or print)** \_\_\_\_\_

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**Acknowledgment of Driving Safety and Traffic Violation Policy.**

I acknowledge that I have read and received a copy of the District’s Driving Safety and Traffic Violation Policy (Section 9.8 of PPM). I further understand that I am responsible for complying with these policies and any investigations set forth because of these policies. I further understand that my failure to comply with these policies will result in personnel action, up to and including termination of employment.

**Employee Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Employee’s Name (type or print)** \_\_\_\_\_