

Belvedere Tiburon Joint Recreation Committee- The Ranch

Personnel Rules

Effective 1/1/2019

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CHAPTER 1 **GENERAL PERSONNEL PROVISIONS**

1.01 Adoption and Amendment

The following Personnel Policies, Rules and Procedures have been adopted by Belvedere Tiburon Joint Recreation Committee (referred to as The Ranch in this document), Board of Directors. These policies, rules, and procedures may be amended only by The Ranch Board of Directors.

1.02 Purpose

The purpose of these policies, rules and procedures is to facilitate effective and economical services to the public and to provide for a fair and equitable system of personnel management in the public service. This manual sets forth in detail the policies, rules and procedures that will ensure equal treatment for both applicants and employees, and define the obligations, rights, privileges, benefits and prohibitions placed upon all employees. The policies, rules and procedures are intended to indicate the customary and the most reasonable methods whereby the aims of the personnel program of the organization can be carried out under the direction of the Executive Director.

1.03 Personnel Policy

The following statements are the personnel policies of The Ranch, and the personnel rules and procedures shall be administered and interpreted with reference to these policies.

(A) By law, it is the duty and obligation of the Executive Director to supervise The Ranch Personnel and administer these policies and procedures. The Ranch will not allow employees or individual members of The Ranch to interfere with this duty.

(B) The sole reason for the existence of The Ranch is to provide programs and services to citizens; therefore, all actions and activities of employees will be viewed in terms of this fact.

(C) Employment, promotion and all employment decisions made by The Ranch shall be based on job-related merit and fitness for the position. Furthermore, these procedures shall be administered in such a manner as to work toward equal employment opportunity for all, without discrimination on the basis of race, color, creed, national origin, ancestry, religion, disabilities, veteran status, medical condition, marital status, sex, age, sexual orientation, or organizational affiliation (except when sex, age, disability, or medical condition is a bona fide occupational qualification).

(D) Tenure of employees covered by these rules and regulations shall be subject to satisfactory work performance, necessity for performance of work and the availability of funds. No part of these policies, rules and procedures shall apply to persons who render services to The Ranch as independent contractors.

1.04 Administration and Interpretation of Rules and Procedures

The Executive Director shall administer and interpret these rules and procedures; and is authorized to delegate this responsibility as circumstances require.

1.05 Employment Conditions

In accepting employment with The Ranch, each employee agrees to be governed by and to comply with these personnel policies, rules and procedures, and such administrative rules and procedures established by the Executive Director. All employees holding a position within The Ranch on the effective date of these policies, rules and procedures shall thereafter be subject to the provisions herein.

1.06 Severability

Should any provision contained in this manual be rendered or declared invalid by reason of any state or federal legislation, court action, or emergency situation, such invalidation so declared shall not invalidate the remaining portion of this manual, which shall remain in full force and effect.

CHAPTER 2 **AMERICANS WITH DISABILITIES ACT (ADA) AND THE FAIR** **EMPLOYMENT AND HOUSING ACT (FEHA)**

The Americans with Disabilities Act of 1990 (ADA), as amended, and the Fair Employment and Housing Act (FEHA) prohibits discrimination on the basis of disability, and protects qualified applicants and

employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, and other aspects of employment. The law also requires that covered entities provide qualified applicants and employees with disabilities with necessary reasonable accommodations that do not impose undue hardship. The law covers applicants to and employees of local government agencies.

2.01 ADA and FEHA. Non-Discrimination Policy

The Ranch does not discriminate against employees and prospective employees with legally protected disabilities. Legally protected disabilities include: Physical or mental impairment that substantially limits one or more major life activities; a record of such impairment; or being regarded as having such impairment.

The Ranch maintains non-discrimination in recruitment, employment, job assignment, compensation, benefits, performance assessment, promotion, training, leaves, layoffs, terminations, and in other actions and practices affecting applicants and employees. Also, The Ranch does not discriminate against applicants or employees due to their relationship or association with an individual with a known disability.

2.02 Reasonable Accommodation Policy

The Ranch will engage in the interactive process, as defined by the ADA and the FEHA to determine whether an applicant or an employee is able to perform the essential functions of his/her position. During the process, the Ranch will examine possible reasonable accommodations that will make it possible for the employee or applicant to so perform.

- **Request for Accommodation.** An applicant or employee who desires a reasonable accommodation in order to perform essential job functions should make such a request in writing to the Human Resources Director. The request must identify: (1) the job-related functions at issue and (2) the desired accommodation(s). Reasonable accommodation can include, but are not limited to, job restructuring, reassignment to a vacant position for which the employee is qualified, leaves of absence, and making facilities accessible.
- **Reasonable Documentation of Disability.** Following receipt of the request, the Executive Director may require additional information, such as reasonable documentation of the existence of a disability or additional explanation as to the effect of the disability on the employee's ability to perform his/her essential functions, but will not require disclosure of diagnosis or genetic history.
- **Interactive Process.** The Ranch will engage in the interactive process, as defined by the FEHA and ADA to determine whether an applicant or employee is able to perform the essential functions of his/her position. During this process, the Ranch will examine potential reasonable accommodations that will make it possible for the employee or applicant to so perform. Such interactive process will include a meeting with the employee or applicant, the Ranch, and if necessary, the employee or applicant's health care provider.
- **Case-by-Case Determination.** The Ranch determines, in its sole discretion, whether reasonable accommodations can be made, and the type of reasonable accommodations to provide. The Ranch will not provide an accommodation that would pose an undue hardship upon the Ranch or that is not required by law. The Ranch will inform the employee of any decisions made under this section in writing.
- **Fitness for Duty Leave.** While the Ranch is engaged in the interactive process with an employee, the Ranch may require that the employee be placed on a fitness for duty leave, based on applicable policies and procedures.

Potential accommodations will be evaluated based on their effectiveness in facilitating safe and successful job performance in a timely manner. The Ranch will not undertake accommodations that would cause undue hardship to the organization.

If an employee or prospective employee has a disability that is protected under the ADA and FEHA, the employee or prospective employee may request reasonable accommodation for four purposes:

- To complete the employment application process.
- To take the examination(s) for employment.
- To perform essential job functions.
- To have the same benefits and privileges of able-bodied employees.

2.03 ADA and FEHA Complaint Resolution

The Ranch's office shall be utilized for lodging and responding to ADA and FEHA complaints from a current or prospective employee with a legally protected disability that believes they have been discriminated against due to that disability.

If an employee believes they have a legally protected disability and have been discriminated against due to that disability; or have been discriminated against due to their relationship or association with an individual with a known disability, the employee should follow The Ranch's Grievance Procedure to lodge any ADA complaints.

All complaints will be treated confidentially and investigated carefully. Each current employee, or prospective employee will be notified as to the outcome of the investigation and any action that will be taken as a result. A current employee or prospective employee will in no way be affected negatively due to informing The Ranch of their concern.

The Executive Director shall be responsible for ensuring compliance with the ADA and the FEHA, and has been designated by The Ranch Committee as such.

2.04 Reassignment Of Employees Who Develop Disabilities

If an employee is no longer able to resume their same job after a disability occurs, the employee will be considered for other job openings for which the employee is qualified and which the employee is able to perform. In the event the employee's disability is covered under the ADA and FEHA, The Ranch will consider making reasonable accommodations for the employee to be able to perform the essential job functions. The objective is to return the employee to a position of comparable status - in type of work and compensation.

When this is not possible, the employee will be considered for other available, comparable positions.

CHAPTER 3 **POSITION CLASSIFICATION PLAN AND RECRUITMENT**

3.01 General

It is the policy of The Ranch to select, promote and transfer the best qualified individual for each job opening without regard to race, religion, color, sex, age, national origin, marital status, disability, veteran's status, or any other condition not related to job performance. All qualified applicants are given an equal opportunity to demonstrate their job-related qualifications.

3.02 Citizenship

Employment is open to qualified citizens of the United States or to qualified non-citizens who have the right to work in the United States. Verifications of this right shall be required upon appointment.

3.03 Recruitment

Vacancies and seasonal opportunities will be advertised and recruitment notices prepared to ensure a well-qualified candidate pool for each vacancy.

3.04 Application

All candidates for employment shall submit an application on an official Ranch application form or other form as deemed appropriate by the Executive Director.

3.05 Selection Process

The Ranch shall select the candidate who demonstrates the best job-related qualifications as demonstrated by participation in one or more selection procedures. These procedures shall minimally include a personal interview. Written, oral, manual or physical examinations may be required for eligibility for any position as determined by the Executive Director.

Selection techniques will be impartial and shall relate to those qualifications that adequately and fairly indicate the relative ability of candidates to execute the duties and responsibilities. Upon completion of the selection process, the Executive Director shall make appointments from those candidates who, on the basis of their performance in the selection process, appear to be most qualified.

A candidate may be disqualified if it is found that the applicant does not possess the minimum qualifications for the position, has been dismissed from public service for delinquency, or has made false statements of material facts in his or her application, or has practiced deception or fraud in securing eligibility or appointment, or has otherwise violated the provisions of these rules.

3.06 Criminal Background Check

All prospective employees must undergo a criminal background check after a conditional offer is made, pursuant to Government Code Section 12952.

3.07 Categories of Appointment

The Board of Directors

The Ranch Board of Directors carries out the mission and duties of the Belvedere-Tiburon Joint Powers Agreement. Representatives are appointed by the City of Belvedere (3), a representative from the City of Belvedere Council, Town of Tiburon (3), a representative from the Town of Tiburon Council, and Reed Union School District (1).

Executive Director – The Executive Director is appointed by The Ranch Board of Directors to implement strategies and manage general operations to fulfill the mission of the Ranch.

Regular Employee - A regular employee works full or part-time 52 weeks per year on a regularly scheduled basis. A regular full-time employee works a scheduled 40 hour work week. To qualify as a regular part-time employee, an individual must work at least 50% of a full time (40 hour) schedule on a monthly basis. Regular employees are paid a salary and are subject to all policies and procedures herein and receive all benefits either fully or prorated as provided in these policies and procedures.

Part Time Employee - An employee who works 52 weeks per year on a regularly scheduled basis and works at least 50% of a full time (40 hour) schedule on a monthly basis. A part time employee is paid hourly, is not eligible for any of the benefit programs, and is subject to the employment policies and procedures.

Temporary or Provisional – A temporary employee is appointed by the Executive Director for a period not to exceed six (6) months. These employees are subject to the same policies and procedures as regular employees; however, they are not eligible for any of the benefit programs. Temporary or provisional appointments may include emergency appointments or appointments made for the term of a special project or a position vacancy during the recruitment/selection process.

Seasonal/Extra Employees – A seasonal employee is appointed to a position that has been created to meet a very specific need which can be affected by changing circumstances within or outside the control of The Ranch. Therefore, the appointment can be terminated at any time with or without cause. Seasonal and extra employees are usually paid an hourly rate to carry out assigned duties. Seasonal /Extra employees are subject to the employment policies and program procedures outlined for the program to which they have been assigned.

3.08 Classification of Positions

The classification plan shall be so developed and maintained by the Executive Director so that all positions substantially similar with respect to required skills, experience, duties and responsibility of work are included within the same class; that the same means of recruitment can be used for filling all positions within the class; and that the same schedule of compensation may be applied with equity under like working conditions to all positions within the class.

Each classification shall have a job description, which includes a concise, descriptive title, an illustrative summary of the duties and responsibilities of positions in the classification; and a listing of the qualifications, knowledge, skills, and other requirements for successful performance in that classification.

3.09 Adoption and Amendment of Classification Plan

The class descriptions included in this policies and procedures manual constitute The Ranch's classification plan. If substantial changes in duties and responsibilities within a position occur in which matters of classification may be involved, the Executive Director will make a determination whether a change in classification is required.

3.10 Exempt/Non-Exempt Designation

Each position shall be designated as either exempt or non-exempt. Employees will be informed when they are hired if they are considered an exempt or non-exempt employee. Exempt employees are certain administrative, sales, professional and executive employees. Exempt employees are excluded from specific provisions of federal wage and hour laws. Non-exempt employees are all other employees and are entitled to overtime pay under certain applicable federal and state wage and hour laws.

3.11 Probationary Period

All appointments to regular positions, including part-time positions shall be tentative and subject to a probationary period of six months. The Executive Director may grant one or more extensions to the probationary period, but not to exceed an additional six months.

3.12 Purpose of Probationary Position

The probationary period shall be considered as an extension of the selection procedure and a trial period of employment. It shall be utilized to observe the employees' work performance, the effective adjustment of an employee to the class and to reject any probationary employee whose performance does not meet the acceptable standards for the position.

3.13 Probationary Employee Performance Report

At the end of the probationary period, if the Executive Director desires to make a regular appointment of the employee, he or she shall file a performance report reflecting that the employee's services are satisfactory.

3.14 Rejection of Probationer

At any time during the probationary period an employee may be suspended, demoted or rejected by the Executive Director for any reason, or for no reason at all and without the right of appeal or grievance.

3.15 Performance Evaluation

The Executive Director shall establish and implement a system to evaluate each employee's work based on standards of performance. To the extent feasible, evaluations will be performed annually. Other periodic evaluations are permitted at the discretion of the Director.

3.16 Evaluation Process

Performance evaluations shall be discussed with each employee and shall be confidential between the immediate supervisor who may be delegated to prepare the evaluation, the Executive Director and the employee. Performance evaluations shall be signed by the employee to indicate that it has been seen by,

discussed with and a copy provided to, the employee. If an employee refuses to sign a performance evaluation or is no longer employed at the time of evaluation, the supervisor shall so indicate on the evaluation.

3.17 Employee Response to Evaluation

Within two weeks of receiving a performance evaluation, the employee may submit a written response to any matter contained in the evaluation. Responses will be placed in the employee's personnel files. If the employee fails to submit a written response within said two-week period, the right to respond shall be deemed waived.

3.18 Continued Employment

Continued employment with the Ranch shall be subject to continued satisfactory work performance, availability of funds and work.

3.19 Reappointments

Reappointment after separation from employment for any reason will be considered as new employment except for the circumstances outlined in Section 3.02.

3.20 Employment of Close Relations

The simultaneous employment of close relations shall not be allowed. If employees marry or become domestic partners, The Ranch may elect to assign job duties so as to minimize problems of supervision, safety, security or morale for six (6) months. If the Executive Director determines any conflict exists at the end of six (6) months, the married or domestically partnered employees may designate the one to be terminated or the employee with less seniority will be terminated.

The decision of the Executive Director is final and is not subject to appeal or grievance proceedings.

3.21 Employee Records and Files

The Ranch respects an employee's right to privacy and will not release any information regarding an employee other than confirming dates of employment and job title unless the employee provides a written release. An employee may review his/her personnel file upon reasonable notice to the Executive Director. No information regarding any personnel action or status shall be released without the approval of the employee. In the event that an employee has released such information to the public or media, a follow-up response relating to release of such information may be made at the discretion of the Executive Director.

CHAPTER 4

SEPARATION FROM EMPLOYMENT

4.01 Resignation or Retirement

An employee in good standing, resigning or retiring from the Ranch, should give their immediate supervisor and the Executive Director at least two weeks notice.

4.02 Layoff Due to Lack of Work or Funds for Regular and Provisional Employees

If a regular employee's position is abolished or hours are reduced by the Executive Director because of a change in duties or organization, shortage of work or funds, or completion of the work, the employee will be given at least two weeks notice prior to the effective date. Such abolishment shall be without prejudice and shall not be subject to appeal, but the employee may be given first consideration for any other vacant position for which he/she is qualified.

An employee in good standing, who has been laid off may revert to the next lower level position.

A regular employee who has been laid off may be reinstated without probation, to the position from which he/she was separated, or to any other lower level position to which he/she would have been eligible to

transfer. In the case of such reinstatement, benefits will be reinstated at the level accruing prior to the layoff and seniority will only be affected by the number of months off payroll.

4.03 Exit Procedures

Upon separation from employment, an employee must return all property owned by The Ranch to the organization prior to receiving final compensation. All accrued vacation, and other compensation to which the employee is entitled shall be paid upon separation. Employees will be asked to complete a voluntary exit interview questionnaire.

CHAPTER 5
EMPLOYEE COMPENSATION

5.01 Employee Compensation Policy

An employee compensation plan shall be established to provide salary ranges for each class of regular employees. All persons employed by the Ranch shall be compensated in accordance with the compensation plan then in effect.

5.02 Anniversary Date

The anniversary date of an employee is the first day of the month that is closest to the date of hire or promotion. A merit review is conducted the month prior to a regular employee's anniversary date.

5.03 Regular Employees

Provided the Ranch is fiscally sound and the financial picture for the future appears to equally so, the Committee will provide compensation that is competitive with other local government recreation departments in Marin County.

The Board will make a determination regarding the Director's salary for an annual period beginning March 1, no later than Dec 1 the prior year. The Director will provide any necessary information to assist the Board in making their decision. This information will include, but is not limited to salary surveys, financial analysis and salary adjustments the Director is considering for regular employees within the department. Once the director's salary has been established, the Board will authorize an amount of money that will be allocated by the Executive Director to each position, with the Personnel and Financial Sub-Committee serving in an advisory capacity.

5.04 Standard Work Hours

The standard work week shall begin at 12:01 a.m. on Monday and end at 12:00 midnight on the following Sunday. The Executive Director or the designated supervisor will schedule work hours. The standard work week shall consist of forty (40) hours broken into five (5) eight (8) hour days. With approval of the Executive Director, alternate full time schedules may be designated to accommodate a 4 day work week (10) hour days or an alternating 4 and 5 day work week (9) hours days. Regularly scheduled work hours may vary, upon approval by the immediate supervisor, however, the total complement of hours for non-exempt employees must not exceed forty (40) in a standard work week period unless overtime hours are approved.

5.05 Computation of Salary

In the conversion of monthly salaries, hourly rates are computed as follows:

$$\frac{12 \text{ months} \times \text{monthly salary}}{\# \text{ of hours assigned to employee per year}}$$

5.06 Pay Periods

Regular employees are paid on a semi monthly basis. Pay period includes the 1st through 15th of every month and the 16th through the last day of each month. The Director shall publish an annual payroll calendar given to employees on the first day of each calendar year, including pay periods, timesheet due dates, and pay dates.

When the regular pay day falls on a Saturday, Sunday or holiday, salaries will be paid on the work day immediately preceding the day. Salaries and wages earned will be paid only on regular paydays, except in the instance when an employee is separated from service. In the case of separation, the employee will be paid on their final day of service.

5.07 Attendance

An employee is expected to be in attendance during scheduled work hours in accordance with these procedures and with general regulations. Daily attendance records shall be maintained by the employee and submitted to their Supervisor.

5.08 Uniform Compensation

Certain employee classifications, as determined by the Executive Director, shall be required to wear uniforms on the job. The Ranch will provide the uniforms to the employees. All employees may be required at times to wear a uniform that identifies the worker as an employee of The Ranch.

5.09 Overtime Compensation

Due to work levels, the Ranch may require employees to work additional hours. Employees who qualify as administrative, executive or professional employees within the meaning of federal or state wage and hour laws are exempt from overtime pay and are not subject to this rule. Employees covered by this rule must have the Recreation Director's approval in advance to work overtime. If approved, overtime will be paid at the end of each pay period in which it is earned.

The Executive Director may discipline employees who work unauthorized overtime.

5.10 Emergency Call Back

Non-exempt employees who are called to work on their day off or other off duty hours without 48 hours advance notice shall be compensated for a minimum of four hours overtime or for the actual time worked, whichever is greater. Work time shall commence upon arrival at the place where he/she is directed to report, and shall continue until the time he/she is released or the work is completed, whichever is earlier.

5.11 Exempt Personnel

Nothing in these rules and regulations shall be construed to prevent The Ranch Board from making special provisions for exempt personnel by written contract voted on and approved at a Ranch Board Meeting.

CHAPTER 6
SICK LEAVE

6.01 Statement of Purpose

The purpose of sick leave is to provide a regular employee time off without loss of pay for illness or injury that is not work-related and is provided in recognition of the fact that a sick employee or an employee who needs to attend an emergency illness in the immediate family is not fully productive.

6.02 Eligibility

Regular employees are eligible for paid sick leave. Sick leave shall not be considered as a privilege which an employee may use at his or her discretion, but shall be allowed only in the case of necessity or actual sickness or disability, and in the case of disability other than sickness, only where such disability occurred while the employee was not gainfully employed elsewhere. Leave for illness or injury that is determined to be work-related is covered by Worker's Compensation.

Sick leave may be taken for absences from duty made necessary by:

- A. Personal illness caused by factors over which the employee has no reasonable immediate control.
- B. Injury not incurred in the line of duty, except where traceable to employment other than with The Ranch.
- C. Medical, dental or eye examination or treatment for which the appointment cannot be made outside scheduled work hours.
- D. Death of a close relation.
- E. Hospitalization of a close relation where such leave is approved by the Executive Director.

- F. Care of a close relation who is ill or injured, though not hospitalized, where such leave is approved by the Executive Director.

6.03 Sick Leave Notification and Proof of Illness

In order to receive compensation while on sick leave, the employee must notify their immediate supervisor as soon as possible but before the first hour of the first day's absence and at regular intervals thereafter as designated by the supervisor. Failure to reasonably do so may be grounds for denial of such leave with pay. The Ranch has the right to determine by reasonable means the validity of any sick leave usage by any employee at any time. The Executive Director, at any time, may require a statement in writing signed by a licensed physician, or the submission of other substantiating evidence, that the employee is unable to perform his or her duties. Prior to returning to work, the Executive Director may also require a statement that the employee is fit to return to work.

6.04 Accrual

Sick leave shall be accrued bi-monthly for all regular employees beginning with the first month of employment, provided the employee has been in pay status for 50% or more of the pay period or any pay period thereafter. Sick leave shall be accrued at the rate of four (4) hours per bi-monthly pay period for all regular full-time employees and on a pro-rated basis based on actual hours worked for regular part-time employees. Employees who are absent without pay for any reason for more than ten working days during a calendar month, shall not accumulate sick leave for that month.

6.05 Accrual Limits

Sick leave shall be limited to a maximum of 35 days. Upon separation an employee will not be compensated for unused sick leave.

6.06 Sick leave for Seasonal/Hourly Employees

Effective July 1, 2015 all employees are eligible to receive paid sick leave as per Californian Law. The Ranch has mandated a "Front Loading" policy as it pertains to this legislation. At the beginning of the year all seasonal/hourly employees, not designated above, who have worked at least 90 days with our agency will receive 3 days of sick leave. Employees will not be able to carry over unused sick days from year to year, but will be issued 3 new sick days at the beginning of the following year.

6.07 Worker's Compensation

All regular, seasonal and provisional employees of the Recreation Department shall be entitled to worker's compensation benefits pursuant to the provisions of California Labor Code sections 3200 et seq., as amended from time to time.

6.08 Conversion of Sick Leave to Pay or Time Off

Regular employees, after a year of service with Belvedere-Tiburon Recreation, may request to convert a portion of their unused sick leave earned during the preceding calendar year to pay or compensatory time-off. Sick leave conversion will be calculated by the Executive Director in the month of December and will be granted during the month of January.

- A. A regular employee who has used 25% or less sick leave earned during the preceding calendar year may elect to:
 - 1. Receive pay for up to twenty-five percent (25%) of the unused sick leave earned only during the preceding calendar year, or,
 - 2. Convert up to twenty-five percent (25%) of the unused sick leave earned only during the preceding calendar year to compensatory time on a straight time basis.

- B. A regular employee who has used more that 25%, but not more than 50% of sick leave earned during the preceding calendar year may elect to:

1. Receive pay for fifteen percent (15%) of the unused sick leave earned only during the preceding calendar year, or,
2. Convert up to fifteen percent (15%) of the unused sick leave earned only during the preceding calendar year to compensatory time on a straight time basis.

CHAPTER 7 **VACATION LEAVE**

7.01 Statement of Purpose

The purpose of annual vacation leave is to enable regular employees, who are scheduled to work 52 weeks each year to enjoy a change from their normal work schedule.

7.02 Eligibility

Regular employees only are eligible for paid vacation leave. Regular part-time employees shall earn annual vacation leave on a pro-rated basis based on number of hours worked.

7.03 Vacation Accrual

Vacation leave shall be accrued bi-monthly for all regular employees beginning with the first month of employment, provided the employee has been in pay status for 50% or more of the month. Vacation leave shall be accrued at the following rates for continuous paid service and shall be accrued on a pro-rated basis based on actual hours worked for regular part-time employees. Supervisors will start at 15 days of service and the Executive Director will start at 20 days of vacation regardless of prior years of service.

<u>Years of Service/Position</u>	<u>Bi-Monthly Accrual Rate if Full Time</u>	<u>Days per year</u>
0-2 years	3.33 hours	10 days
2-5 years	4 hours	12 days
5-7 years/Supervisor	5 hours	15 days
7-10 years	6 hours	18 days
10-12 years/Director	6.66 hours	20 days
12 years+	8.33 hours	25 days

7.04 Accrual Limits

Total accumulated vacation for any employee may not exceed twice the employee's annual rate of accrual. Accrual of hours will cease if accrual exceeds this point and will continue when hours are used and the accrual is below twice the employee's annual rate of accrual.

7.05 Approval

Employees shall complete six months of continuous service before becoming eligible to use accrued vacation leave. Vacation time shall be scheduled at the discretion of the Executive Director with particular regard for the needs of The Ranch, but also, insofar as possible, considering the wishes of the employee. Employees can't work for The Ranch during their vacation in order to earn double compensation.

7.06 Vacation at Separation

Employees leaving employment after six months of continuous service who have accumulated vacation leave shall be paid the amounts of accrued vacation to the date of separation. Except for such payment upon separation, employees shall not be entitled to be compensated for vacation leave and accrual limits apply.

7.07 Sickness During Vacation Leave

Sickness occurring during vacation leave, upon doctor's certification, will be considered sick leave and not be charged against vacation leave. The employee must inform the Executive Director upon their return to work.

CHAPTER 8 **HOLIDAYS**

8.01 Holiday Schedule

The Ranch shall observe the holiday schedule as outlined below.

New Years Day – January 1
Martin Luther King, Jr. Day - The third Monday in January
President’s Day - The third Monday in February
Memorial Day - The last Monday in May
Independence Day – July 4th
Labor Day- The first Monday in September
Veteran’s Day - November 11th
Day prior to Thanksgiving - Third Wednesday in November
Thanksgiving Day - Fourth Thursday in November
Day after Thanksgiving - Fourth Friday in November
Christmas Day and the preceding day - December 24 & 25
New Year’s Eve- December 31
Furlough Day(s) as announced

8.02 Holidays Falling on Saturday/Sunday

When a holiday falls on a Saturday, or Sunday, either Friday or Monday will be observed based on the RUSD schedule

8.03 Eligibility

All regular full and part-time employees are eligible for holiday compensation if the employee is in a paid status on the days prior to and following the holiday.

8.04 Compensation for Work on Paid Holidays

Regular employees assigned to work on paid holidays shall choose to receive 1.5 hours administrative leave or be paid for each hour worked in addition to their regular salary.

CHAPTER 9 **LEAVES OF ABSENCE**

9.01 Leave of Absence Without Pay

A leave of absence without pay may be granted by the Executive Director in cases of emergency or where such absence would not be contrary to the best interests of The Ranch. Such leave is not a right but a privilege. Upon the written request of an employee, the Executive Director may approve, in writing, a leave of absence without pay for a period not to exceed four months.

The employee shall return to the same classification, range and step held prior to the leave if the position is still authorized. Failure of the employee to return to work upon expiration of the leave shall result in separation from employment with The Ranch. Vacation, sick leave and holiday compensation shall not be accrued during any pay period in which a leave of absence without pay has been approved. No sick leave benefits shall be used for illness occurring during such leave. The employee who takes a leave of absence must reimburse The Ranch for continued insurance benefits.

9.02 Imposed Furlough Due to Lack of Funds or Work

The Executive Director may at any time, if deemed necessary due to the Ranch’s lack of funds or work, impose on any employee a mandatory temporary work furlough. Any such temporary furlough shall constitute a leave without pay; however, all benefits shall continue to accrue during the furlough period. A regular employee may choose to use accrued vacation or administrative leave in order to continue receiving pay during a furlough.

9.03 Unauthorized Leave or Absence

Unauthorized leaves or absences shall be considered to be without pay and reductions in the employee's pay shall be made accordingly. Disciplinary action will be taken when an employee is out on an unauthorized leave or absence. Absence without authorization for more than three consecutive working days shall be deemed abandonment of the job and shall result in termination of employment.

9.04 Bereavement Leave

Leave of absence with pay for a period not to exceed five (5) days may be granted to a regular employee by the Executive Director in the event of death to an immediate family member. Immediate family shall mean spouse, parent, child, sibling or a grandparent of the regular employee. For additional bereavement time, or to bereave a close relation, with the approval of the Executive Director, an employee may use sick or vacation leave.

9.05 Military Leave of Absence

State and other applicable laws shall govern the granting of military leaves of absence and the rights of employees returning from such absence.

9.06 Voting Leave

Time off with pay to vote at any general, direct primary or presidential primary election shall be granted as provided in the State of California Elections Code and notice that a regular employee desires such time off shall be in accordance with provisions of said Code.

9.07 Jury Duty

With the Executive Director's approval, employees who are required to report for jury duty will be granted leave. The Ranch requires employees to give reasonable advance notice and present a jury notice to verify the reason for the leave. Regular employees required to report for jury duty shall be granted a leave of absence from their assigned duties for up to ten (10) days, with pay, provided the employee remits to The Ranch, documentation of service and all fees received for such duties, other than mileage and subsistence allowance, within thirty (30) days from the termination of his/her jury service.

9.08 Subpoenas

Regular employees who are subpoenaed to appear as witnesses on behalf of the State of California or any of its agencies may be granted leaves of absence with pay for their assigned duties for up to ten (10) days. The employee shall remit documentation of service and all fees for such appearances to The Ranch within thirty (30) days of the termination of his/her services. Compensation for mileage and subsistence allowances shall not be considered as a fee and shall be retained by the employee. Absences due to personal litigation or subpoena are not compensable; however, vacation time or time off without pay may be requested and approved by the Executive Director.

9.09 Administrative Leave

The Executive Director may grant time off with pay to personnel whose on-the-job requirements necessitate work beyond their normal work week. Administrative leave with pay may be taken, subject to prior approval by the Executive Director, by regular employees as specifically provided by current policies governing the particular employee's compensation and benefits.

Administrative leave days shall only accrue to a maximum 20 days. All unused Administrative leave days shall be forfeited effective January 1 of the following year or upon separation from employment.

9.10 Paid Leave During Investigation

Administrative leave with pay may be granted to an employee at the discretion of the Executive Director during the course of a mandated investigation by the Ranch for an occurrence or claim involving such employee.

9.11 Worker's Compensation Hearings

Employees who have been injured in the course and scope of their employment with The Ranch and who are required, as a result of such injury, to be absent from duty to take physical examinations required by the agency's Worker's Compensation insurer or the Industrial Accident Commission may be granted leave with pay for such absences by the Executive Director when it is determined that such absences are in the best interest of The Ranch and only if the employee is in pay status at the time of the scheduled examination or hearing.

9.12 Disability Leave

A maximum of four months unpaid disability leave will be granted to an employee if his or her doctor certifies that the employee is disabled and unable to perform the basic functions of the job. An employee must use accumulated sick leave before an unpaid disability leave will be granted. In addition, he or she shall use vacation and other accrued benefit leaves prior to the start of such unpaid disability leave.

9.13 Pregnancy/Maternity Disability Leave

Any employee who is disabled due to pregnancy, childbirth or related medical conditions is entitled to a pregnancy/maternity leave of absence up to a maximum of 4 months including the time credited to sick leave, vacation and other accrued benefit leaves. The employee must use accumulated sick leave and vacation and other accrued benefit leaves prior to the start of such unpaid maternity leave.

The employee must provide reasonable notice of the date the leave is to begin and the estimated duration of the leave. An employee who requests a pregnancy/maternity disability leave must submit a written medical certification from a health care provider to support the leave request. An employee on maternity leave shall continue to receive health insurance benefits but, while on unpaid maternity leave status, shall not receive other benefits including sick leave and vacation accumulation..

9.14 Return to Work

An employee returning from a disability leave must provide medical certification of their fitness to return to work. The employee will return to the same position held prior to the leave, or one that is equivalent in pay, benefits and the terms and conditions of employment, unless the job has ceased to exist. The Ranch will consider employees to have resigned if they do not return to their prior position or an equivalent position as soon as they are able or after taking the maximum leave allowed. Acceptance of any other employment during a disability leave will also be considered a resignation. Unless prohibited by other state or federal laws, if the employee's prior position or an equivalent one is not available at the end of the leave, employment will be terminated.

9.15 Applicable Laws

The provisions of these Rules that address leaves shall be construed so as to comply with any applicable state and federal laws and regulations, including, but not limited to: the Pregnancy Discrimination Act, FMLA/CFRA, the Americans with Disabilities Act, the Fair Labor Standards Act, the Fair Employment and Housing Act, State and Federal Leave laws, and any other applicable laws. Contact the Executive Director regarding questions you may have about your rights as an employee of The Ranch.

CHAPTER 10
DISCIPLINARY ACTION

10.01 Disciplinary Policy Statements

Discipline shall be administered generally according to a progressive disciplinary system. Whenever an employee's performance or on-the-job conduct at any time falls below an acceptable level, supervisors are expected to inform employees promptly and specifically of such instances and to counsel and assist the employee in improving his or her performance. If appropriate and justified, a reasonable period of time for improvement may be allowed before initiating formal disciplinary action. In certain situations, even a

single incident may justify severe disciplinary action; the disciplinary action to be taken depends upon the seriousness of the incident and the pattern of the employee's past performance and conduct. As used in this chapter "disciplinary action" shall include any oral reprimand, written reprimand, suspension, reduction in pay, demotion or discharge.

10.02 Causes for Disciplinary Action

Causes for disciplinary action against any non-probationary employee covered by these Rules may include, but shall not be limited to, the following:

- A. Work performance below accepted standards.
- B. On-the-job misconduct or misconduct off the job that adversely affects the Ranch employee's effectiveness on the job.
- C. Insubordination, including refusal to perform assigned work or leaving the work site without permission.
- D. Failing to abide by The Ranch work rules, policies or procedures.
- E. Releasing confidential information to others or accepting a personal gift or payment for any service provided as a result of an individual's employment with The Ranch.
- F. Theft, dishonesty or falsification of any records or documents, including the employment application or time records.
- G. Unacceptable behavior towards the general public, fellow employees, City & Town officials or The Ranch Board of Directors.
- H. Using or removing from a work site any property without receiving proper authorization.
- I. Misuse of City/Town/RUSD or The Ranch property.
- J. Excessive tardiness or absenteeism or absence without any acceptable reason.
- K. Failing to immediately report an on-the-job accident or injury.
- L. Using, selling or possessing alcohol or drugs while on duty or in such a manner that affects an employee's ability to perform their duties. If such drugs are taken under the direction of a licensed physician, it must be deemed that the drug's effect will not impair the employee's judgment or ability to supervise and care for program participants.
- M. Disorderly conduct, participation in fights, horseplay or brawls on the job.
- N. Establishment of a pattern of violations of any Ranch policies or rules and regulations over an extended period of time in which a specific incident in and of itself would not warrant disciplinary action, however, the cumulative effect would warrant such action.
- O. Conduct unbecoming a Ranch employee.
- P. Bringing disrespect to The Ranch.
- Q. Conduct inimical to the public service.

10.03 Specific Disciplinary Actions

- A. Oral Reprimand - An oral reprimand may be imposed by a supervisor. An employee receiving an oral reprimand shall have such reprimand noted in his/her record by the supervisor or Recreation Director. An oral reprimand may be used for a period of twelve (12) months from the date of the reprimand in combination with other disciplinary actions to accelerate progressive disciplinary steps.
- B. Written Reprimand - A written reprimand may be imposed by a supervisor. An employee receiving a written reprimand from the supervisor shall have a copy of such reprimand filed in his/her permanent record. Each employee's permanent record is in his/her personnel file.
- C. Suspension - Suspension without pay may be imposed by the Executive Director. An employee suspended service shall forfeit all rights, privileges and salary while on such suspension with the exception of group health benefits. A copy of the Personnel Action form effecting the suspension shall be placed in the employee's file.
- D. Reduction-in-Pay - A reduction-in-pay may be imposed by the Executive Director. An employee receiving a reduction-in-pay shall have his/her pay reduced for a definite period of time and a copy of the Personnel Action form effecting the reduction-in-pay shall be placed in the employee's file.
- E. Demotion - A demotion may be imposed by the Executive Director. An employee receiving a demotion shall have his/her pay reduced to the appropriate step within the salary range for the position to which the employee is demoted, and a copy of the Personnel Action form effecting the reduction-in-pay shall be placed in the employee's file.
- F. Discharge - Discharge may be imposed by the Executive Director. Employees discharged for disciplinary reasons shall be paid salary, administrative and vacation leave accumulated to the effective date of discharge only.

10.04 Administration of Disciplinary Action by Supervisor

The supervisor of an affected employee may issue an oral or written reprimand to an employee for one or more of the causes for discipline specified in this chapter. Any written reprimand shall be served upon the employee either personally or by Certified Mail. Any reprimand shall include a statement of reasons for the reprimand, with sufficient specificity and detail to insure that the employee is aware of the specific misconduct complained of by times, dates, places, etc., and any remedial action that can be taken by the employee to prevent further occurrences. Any written reprimand shall also advise the employee of the right to appeal such disciplinary action to the Executive Director, the time for filing such appeal, and that the employee may respond to the charges orally or in writing within the time permitted for filing any appeal.

10.05 Right of Appeal from Decision of a Supervisor

Any regular employee shall have the right of appeal to the Executive Director any discipline imposed by a supervisor. Any such appeal must be filed with the Executive Director within ten (10) working days after receipt of the written reprimand by the employee; failure to file an appeal within such time constitutes the waiver of the right of appeal. The appeal must be in writing and must state specifically all the grounds and facts upon which it is based. The Executive Director shall review the action of the supervisor and any oral or written response submitted by the employee, and shall affirm, reverse, or modify the decision of the supervisor within ten (10) working days after the filing of the appeal.

10.06 Administration of Disciplinary Action by Recreation Director

The Executive Director, upon recommendation of the supervisor, if any, of the affected employee, may take formal disciplinary action (suspension without pay, demotion, reduction-in-pay, or discharge) against an employee for one or more of the causes for discipline specified in this chapter by notifying the employee, in writing, of The Ranch's intent to impose disciplinary action.

The following documentation must appear in the written disciplinary notification to the employee:

- A. Statement of the nature of the proposed disciplinary action.
- B. Statement of reasons for the proposed disciplinary action. The reasons must be prepared with specificity and detail to insure that the employee is aware of the specific misconduct complained of by times, dates, places, etc., so that the employee can respond to the factual allegations.
- C. Statement that all documents or materials upon which the proposed disciplinary action is based are available for the employee's review and that, upon request, the employee will be provided with a copy of said material.
- D. Statement indicating the proposed effective date for the disciplinary action and that the employee may respond orally or in writing prior to that date.
- E. Statement advising the employee of the right to appeal such disciplinary action. The disciplinary notification shall be served upon the employee either personally or by Certified Mail.

10.07 Appeal of Suspension, Demotion, Reduction-in-Pay, or Discharge

A regular non-probationary employee shall have the right of appeal to the The Ranch Board of Directors any discipline imposed by the Executive Director. Any such appeal must be filed with the Ranch Board of Directors within ten (10) working days after receipt of the Executive Director's final decision. Failure to file an appeal within such time constitutes the waiver of the right of appeal. The appeal must be in writing and must state specifically all the grounds and facts upon which it is based. The Ranch Board of Directors shall review the action of the Executive Director and any oral or written response submitted by the employee, and shall affirm, reverse, or modify the decision of the Executive Director within ten (10) working days after the filing of the appeal.

10.08 Executive Director Action following Employee's Appeal

The Executive Director shall have the following options with respect to the Ranch Board of Directors findings and recommendations:

- A. Adopt the findings and recommendations.
- B. Modify the findings and recommendations

The decision of the Executive Director shall be final administrative action by The Ranch.

CHAPTER 11
GRIEVANCE PROCEDURES

11.01 Purpose

Grievance procedures for employees are provided herein:

- A. To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by the regulations;
- B. To afford employees a systematic means of obtaining further considerations of problems after every other reasonable effort has failed to resolve them through discussions;
- C. To provide that grievances shall be settled as near as possible to the point of origin; and
- D. To provide that grievances shall be heard and settled as informally as possible.

11.02 Informal Grievance Procedure

An employee should first attempt to resolve a grievance or complaint through discussion with the immediate supervisor without delay. Every effort should be made to find an acceptable solution by informal means at the most immediate level of supervision. If, after such discussion, the employee does not believe the problem has been satisfactorily resolved, he/she shall have the right to discuss it with the Executive Director. If the employee is not in agreement with the decision reached through such discussion, he/she shall then have the right to file a formal grievance in writing within ten (10) calendar days after receiving the informal decision of his/her supervisor.

11.03 Formal Grievance Procedures

Formal grievance procedures, after exhaustion of the informal grievance procedure, shall proceed as follows:

11.04 Executive Director Review

The employee shall present a grievance in writing to the Executive Director. Upon receiving the grievance, the Executive Director shall discuss the grievance with the employee, his/her representatives, if any, and with all appropriate persons. The Recreation Director may designate a fact finding committee. The decision of the Executive Director shall be final and shall be given, in writing, within thirty (30) working days after receiving the employee's written grievance.

11.05 Conduct of Grievance Procedure

All employees shall be free from reprisal for using the grievance procedure.

CHAPTER 12
PROFESSIONAL DEVELOPMENT

12.01 Statement of Policy

It is the policy of The Ranch to foster and promote in-service training, professional development and other job-related professional activities for the purpose of improving the quality of services rendered by The Ranch.

12.02 Eligibility for Professional Development Cost Reimbursement

To qualify for professional development reimbursements, the employee must be a regular employee. Employees will be eligible for reimbursement only for those trainings and professional activities and affiliations that are approved as job-related by the Executive Director. Professional development cost reimbursement is subject to the availability of funds.

12.03 Procedures for Obtaining Reimbursement

In order to obtain reimbursement, the employee shall, prior to commencement of the training or professional activity, obtain Executive Director approval of the requested training or professional activity as job-related and shall also approve reimbursement for the costs.

CHAPTER 13
NON-DISCRIMINATION AND NON-HARASSMENT POLICY

13.01 Equal Employment Opportunity

The Ranch is committed to a policy of equal opportunities for applicants and employees. The Ranch does not discriminate against applicants and employees with respect to terms or conditions of employment based on race, color, ancestry, national or geographical origin, ethnicity, sex, gender, sexual orientation, gender identity, gender expression, age, religious or political affiliation or belief, ethnicity, national or geographical origin, creed, physical or mental disability, medical condition, genetic information, marital or registered domestic partner status, membership in or attitude toward any employee organization, military or veteran status, or any other characteristic protected by state or federal law or local ordinance, nor does the Ranch discriminate against applicants or employees who are perceived to have such characteristics or who

associate with an individual having such characteristics. Every reasonable effort will be made to provide an accessible or equal work environment for such employees and applicants.

13.02 Prevention of Harassment, Discrimination and/or Retaliation

The Ranch prohibits and condemns harassment and discrimination of any individual based on race, color, ancestry, sex, gender, sexual orientation, gender identity, gender expression, age, religious or political affiliation or belief, creed, physical or mental disability, medical condition, genetic information, marital or registered domestic partner status, membership in or attitude toward any employee organization, military or veteran status, and/or any other category protected by federal and/or state law. In addition, the Ranch prohibits retaliation because of the employee's opposition to a practice the employee reasonably believes to constitute employment discrimination or harassment or because of the employee's participation in an employment investigation, proceeding, or hearing.

Prohibited harassment includes, but is not limited to :

- Verbal harassment, such as epithets, derogatory comments or slurs;
- Physical harassment, such as assault, blocking movement or any physical interference with the normal work of the employee;
- Visual harassment such as derogatory cartoons, posters or drawings; or
- Sexual harassment, such as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, such as name calling, suggestive comments or lewd jokes, if submission or rejections of such conduct *either* is made a term of employment, *or* is made the basis for any employment decision, *or* unreasonably interferes with an employee's conduct of his or her work, which could make the employee find it more difficult to do the job *or* has the purpose or effect of creating an intimidating, hostile or offensive work environment.

13.03 Reporting

If an employee believes that he or she has been the victim of harassment, discrimination and/or retaliation, he or she should immediately report the incident to the immediate supervisor. If the immediate supervisor was involved in the conduct or if the employee is not comfortable making a report to the supervisor, the employee should make the report to the recreation supervisor and/or department director, in progression.

13.04 Management's Response

Upon such notification by the employee, the Ranch will investigate those complaints. Corrective action, if warranted, shall be taken as soon as possible. Such corrective action may include disciplinary actions up to and including termination for any employees found to have violated this policy.

In all cases involving harassment, the Executive Director *must* be notified immediately of any action which the supervisor intends to take in response.

CHAPTER 14 **CONFLICT OF INTEREST / POLITICAL ACTIVITY**

14.01 Outside Employment

Outside business activities and employment are not encouraged for full-time or full-time probationary employees; however, an employee may engage in them provided such employment does not in any way

affect on-the-job performance or use the employee's position or contacts at The Ranch for private advantage and the employee obtains prior approval from the Executive Director. The Executive Director shall determine whether the proposed activity is compatible with The Ranch employment, or if it will reduce the efficiency of the employee or adversely affect the employee's work schedule. In addition, an employee must not release any confidential information related to the Ranch matters or business to any non-authorized person. Employees shall not use, rent, or borrow The Ranch business equipment, supplies or property to support outside employment.

14.02 Conflicts of Interest

It is the employee's responsibility to disclose and report all potential conflict of interest situations to the Executive Director.

Employees of The Ranch are prohibited from:

- A. Engaging in or having any interest in any business or transaction or incurring any obligation which conflicts or impairs, or appears to conflict or impair, their independent judgment in the discharge of their official duties.
- B. Accepting money, favors or other considerations for work they would be required or expected to perform in the regular course of their duties.
- C. Accepting gifts, gratuities or favors of any kind from vendors doing business with The Ranch. Consumable gifts offered to an entire work group are permitted where rejection would damage the spirit in which the gifts were offered.
- D. Disclosing confidential information acquired by or made available to them in the course of their employment with The Ranch, or using such information for speculation or personal gain.
- E. Being a member of any Town, City or Ranch committee when such committee's responsibilities would cause a conflict with the employees' normal duties. Conflict of interest must be completely avoided by Ranch employees to insure that a high standard of ethics are maintained. No employee shall engage in any business transaction or shall have a financial interest, direct or indirect, which is incompatible with the proper discharge of official duties in the public interest or would tend to impair independence of judgment or action in the performance of his/her official duties.

14.03 Political Activity

The Ranch employees are not prohibited from engaging in political activity as private citizens. However, Section 3201 et. seq. of the State of California, Government Code does limit the political activities of Ranch employees. The purpose of these restrictions is to keep employee's job free from political influence. Prohibited activity shall include, but is not limited to:

1. Soliciting money, influencing, providing service or any other thing to aide, promote or defeat any political committee, nomination or election of any person to public office.
2. No employee shall attempt to coerce, command or require a person holding, or applying for, any position, office or employment with The Ranch to influence or give money, service or other valuable thing to aid, promote, or defeat the nomination or election of any person to public office or appointment.
3. No employee of The Ranch shall participate in political activities of any kind while in uniform.
4. Employees are prohibited from engaging in political activity during working hours and on the premises of The Ranch facilities/areas where programs are conducted.

CHAPTER 15

DRUG FREE WORKPLACE

15.01 Drug Free Workplace Policy

It is the Ranch's goal to create a healthy and safe working environment in order to deliver the best and most efficient service. The Ranch, in compliance with Public Law 100-690, the Drug-Free Work Place Act of 1988, adopts the following policy:

This policy applies to all employees of and to all applicants for positions with the Ranch. This policy applies to alcohol and to all substances, drugs, and medications, legal or illegal, that could impair an employee's ability to effectively and safely perform the functions of the job.

It is the intention of this policy to provide a drug free workplace for employees of the Ranch at all work sites. While The Ranch has no intention of intruding into the private lives of its employees, the use of controlled substances impacts the safety and efficiency of operations and the provision of services to the public.

- A. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance by employees is prohibited at all work sites.
- B. Employees, as a condition of employment, shall notify the Executive Director of any criminal drug statute conviction for a violation occurring in the workplace, no later than five days after such conviction.
- C. Employees who violate the above policy, or are convicted on criminal drug statute violations occurring at the workplace, or who fail to give the notice required above, shall be subject to the appropriate personnel action, up to and including termination, or may, where appropriate, be required to participate in a drug-abuse assistance or rehabilitation program by a federal, state, or local health, law enforcement or other appropriate agency.
- D. The Ranch will establish a drug-free awareness program to inform employees of this policy, the dangers of drug abuse in the work place, an any available drug counseling, rehabilitation and employee assistance programs.

15.02 Rights of the Employee

No provision of this policy is intended to remove or limit an employee's right to appeal a disciplinary action under applicable sections of these Personnel Rules and Regulations.

15.03 Drug/Alcohol Policy

The Ranch retains the right to assure that employees are free from the influence of drugs and alcohol during the performance of their duties. The Executive Director shall retain the right to:

- A. Access any Ranch property, including but not limited to desks, lockers, and closets for the purposes of inspection to assure no illegal drug or alcohol is on the premises.
- B. Order drug and/or alcohol testing of any employee who has demonstrated behavior on duty that causes a reasonable suspicion that he/she may be under the influence. The employee shall immediately comply and cooperate in being transported to the testing facility. If the employee is found to be under the influence of an illegal drug or alcohol, the employee shall have transportation arranged for him or her and sent home pending disciplinary action.
- C. Order drug and/or alcohol testing for any employee who is in an accident that results in death, injury, or major property damage.

Employees who are taking prescription drugs that may hamper their judgment and thus their ability to perform their duties are to notify their supervisor prior to or immediately upon reporting to duty. If for reasons of safety, a supervisor believes an employee is demonstrating diminished abilities, the supervisor may, after consultation with the Executive Director, arrange for transportation for the employee to send him or her home on sick leave.

CHAPTER 16
RETIREMENT / SOCIAL SECURITY

16.01 Retirement / Social Security

The Ranch contributes 7.5% of a regular employee's salary to a 457 Retirement Plan in lieu of contributing to Social Security. Contributions are made to Social Security for all other employee classifications.

16.02 Employee Contributions

Employees are allowed to make personal contributions to the retirement plan following applicable limits determined by federal law.