

**CALIFORNIA ASSOCIATION OF RESOURCE CONSERVATION
DISTRICTS**

PERSONNEL POLICIES

*Revised and Approved by
The California Association of Resource Conservation Districts
Board of Directors
August 2000*

TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.	GENERAL PROVISIONS	2
2.	GENERAL AND/OR SEXUAL HARASSMENT	3
3.	CLASSIFICATION OF EMPLOYEES	5
4.	BASIS OF EMPLOYMENT	5
5.	TYPE AND FREQUENCY OF PAY	6
6.	COMPENSATION SCHEDULE	6
7.	SALARY ADJUSTMENTS	6
8.	HOURS OF WORK AND OVERTIME	6
9.	PERFORMANCE EVALUATIONS	7
10.	BENEFITS	7
11.	PERSONNEL RECORDS	12
12.	EMPLOYMENT AND RESIGNATIONS OF STAFF	13
13.	OUTSIDE EMPLOYMENT	13
14.	CONFLICT OF INTEREST	13
15.	DISCIPLINARY ACTION AND DISMISSAL	14
16.	GRIEVANCES	15
17.	TERMINATION OF EMPLOYEE SERVICES	17
18.	EMPLOYEE TRAINING	17
19.	STATE OF EMERGENCY	18
20.	AUTOMOBILE INSURANCE	18
21.	SOLICITATION & DISTRIBUTION OF LIT ON CARCD PROPERTY	18
22.	MEDIA CONTACTS	19
ATTACHMENT A	DRUG-FREE POLICY STATEMENT	20
ATTACHMENT B	ALTERNATE WORK SCHEDULE REQUEST & AGREEMENT	21
ACKNOWLEDGEMENT		22

1. GENERAL PROVISIONS

Policy Statement

It is the policy of CARCD to provide equal employment opportunities to all people without regard to race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age, sex, or any other classification protected by law, and to promote this policy through a program of affirmative personnel action.

Purpose of Personnel Policies

The effective provision of quality services requires positive relationships and goodwill between the Board of Directors, the Executive Director, and the staff. The Personnel Policies are developed to define elements of these relationships in the belief that clear exposition of rights and responsibilities will facilitate positive relationships and goodwill.

General Responsibilities

The Board of Directors, represents the CARCD's interests, conviction, leadership, and functions as the final administrative authority and as the policy making body for the CARCD. The Board of Directors hires an Executive Director who is responsible for the implementation and administration of CARCD policies and projects. The Executive Director hires staff who are responsible to carry out tasks assigned by the Executive Director. The Board of Directors has the sole authority and responsibility to amend the Personnel Policies. Incumbent in that responsibility is the requirement that the Executive Director and staff be notified of proposed changes and given opportunity for input prior to the adoption of any amendments. No amendments will be effective prior to the date of enactment by the Board of Directors.

The Personnel Committee

The Personnel Committee shall be appointed by the President and include the Executive Director. All are voting members of the Personnel Committee except the Executive Director.

The duties of the Personnel Committee shall be:

- Review the statement of the Personnel Policies at least yearly as change of conditions affecting programs and new questions of policy may require.
- Recommend to the Board of Directors such changes in the Personnel Policies as are considered necessary to the development of a program of services in keeping with CARCD purposes and objectives. The Board of Directors retains exclusive authority to make final decisions regarding the Personnel Policies.
- Act as a grievance review committee.
- Review qualifications of applicants for professional positions when requested by the Executive Director.

Revisions to Personnel Policies

The Board of Directors, Executive Director, or Personnel Committee may request revisions to the Personnel Policies.

Proposed revisions shall be submitted in writing to all members of the Personnel Committee at least ten (10) working days prior to the next scheduled Personnel Committee meeting.

If the proposed revisions are endorsed by the Personnel Committee the following procedures shall apply:
All staff and CARCD Board members shall receive a copy of the proposed revisions 30 days prior to formal presentation to the full Board of Directors.

The Executive Director or staff representative shall review and discuss proposed changes with staff at their request.

A. Work Environment

CARCD is committed to providing a work environment that is free of discrimination and harassment. Discrimination or harassment on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or age in any form is not condoned, nor will it be tolerated in the work place or during work related activities.

Any employee subjected to intimidation, ridicule, insult or an otherwise hostile or offensive working environment based on the aforementioned conditions should make a complaint, either in accordance with the established grievance procedures as written in this policy manual, or directly to his/her supervisor or the Executive Director. All such complaints shall be confidentially investigated and resolved as expeditiously as possible.

Any employee who perpetrates harassment based on the conditions described above shall be subject to disciplinary action, including dismissal, as outlined in the section entitled Disciplinary Action and Dismissal.

2. GENERAL AND/OR SEXUAL HARASSMENT

CARCD is committed to providing a safe, positive working environment for everyone. Therefore, discrimination or harassment in any form is an unacceptable behavior and will not be tolerated by the CARCD. In general, harassment is any conduct that has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. Harassment is defined to include: participating in coercive or repeated, unsolicited and unwelcome verbal comments or gestures; or using implicit or explicit coercive behavior in the process of conducting business, or to control, influence or affect the career, salary or job of an employee.

Harassment includes such unwelcome behavior as: verbal abuse; insults; suggestive, demeaning or degrading comments; jokes; notes or picture displays alluding to race, religion, color, gender, sexual orientation, national origin, ancestry, age, marital status, veteran status or disability. Harassment may also take the form of physical aggressiveness, threats or other intimidating behaviors.

A. SEXUAL HARASSMENT DEFINED

"Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature, made by someone from or in the work setting, under any of the following conditions:

- (a) Submission to the conduct is explicitly made a term or a condition of employment or progress.
- (b) Submission to, or rejection of, the conduct by the individual is used as the basis of employment decisions affecting the individual.
- (c) The conduct has the purpose or effect of having a negative impact upon the individual's work or performance, or of creating an intimidating, hostile, or offensive work environment.

- (d) Submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the CARCD.

Unwelcome sexual demands, requests for sexual favors, unwelcome or unnecessary touching, vulgar or degrading sexual comments, distribution of written or graphic material having such effects, or other verbal or physical conduct of a sexual nature may be considered to constitute sexual harassment. Threats, demands or suggestions that an employee's employment status or advancement requires agreement to sexual activity is another form of sexual harassment.

B. SEXUAL HARASSMENT PROHIBITED

Sexual harassment of co-workers, co-employees, Board of Directors, members of the public, or any other person, is absolutely forbidden. Sexual harassment can take many forms and, therefore, you are notified that verbal, physical, visual and other forms of sexual harassment are absolutely forbidden.

C. DISCIPLINARY ACTION

The CARCD will enforce disciplinary action against any person that engages in sexual harassment or who threatens or insinuates, either explicitly or implicitly, that a person's refusal to submit to sexual advances will adversely affect the person's employment, evaluation, wages, advancement, assigned duties, shifts, or any condition of employment or career development. This disciplinary action may include suspension, and/or transfer, demotion and can include termination.

Given the nature of the type of discrimination, the CARCD also recognizes that false accusations of harassment can have serious effects on innocent men and women. Therefore, false accusation will result in the same disciplinary action applicable to one found guilty of harassment

D. REPORTING OF HARASSMENT

Any person who believes he or she has been treated in a manner inconsistent with this policy, whether such treatment is by a co-worker, co-employee, Board of Directors, member of the public, or any other person, should report such violations to a supervisor of his or her choice, without fear of reprisal. The CARCD will act positively to investigate claims of alleged sexual harassment and to effectively remedy them when an allegation is determined to be valid.

1. The report should be made to the claimant's immediate supervisor or the immediate supervisor of the accused employee. The report may be oral or in writing.
2. The person receiving the report shall prepare a written report within three (3) working days. The report shall include the following.

- what happened
- when it happened
- where did it happen
- who is the alleged harasser
- who is the alleged victim
- who were the witnesses
- comments of the victim
- other comments

3. The report shall be given to the Executive Director who shall cause the complaint to be investigated. The complaint may be investigated by the Executive Director and/or another person working in conjunction with the Executive Director or an independent third party as determined by CARCD. Within ten (10) days the investigator(s) shall provide a written report of the investigation to the

Executive Director of CARCD.

4. No retaliation shall be taken against any person who reports sexual harassment or assists in the investigation thereof.
5. The Executive Director or designee shall notify the person making the complaint of the results of the investigation subject to the provisions of California law. The person making the complaint also has the right, at any time, to pursue any other courses of action allowed by state and federal laws or these policies.

In order to achieve effective enforcement of this policy, and in order to avoid repeat violations of this policy, reports of violations of this policy must be made immediately by any person who feels he/she has been treated in a manner inconsistent with this policy, or is aware of any violation of this policy.

3. CLASSIFICATION OF EMPLOYEES

Generally, only the Executive Director will be classified as a Fair Labor Standards Act (FLSA) Exempt employee. However, any employee working in an Exempt status may be reclassified as a Non-Exempt employee at any time should he or she not meet the criteria for Exempt status as defined by government codes, or should the Executive Director determine that CARCD or client needs would be better served by having the individual work in a Non-Exempt status.

Generally, all other CARCD employees will be classified as Non-Exempt employees. However, any employee may be reclassified as an Exempt employee at any time should the Executive Director determine that he or she meets the criteria for Exempt status as defined by government codes and that CARCD or client needs would be better served by having the individual work in an Exempt status.

4. BASIS OF EMPLOYMENT

Regular: Employees hired for an indefinite period of time after completion of the probationary period. The association does not guarantee employment for any specific time period. Termination of regular employees shall be in accordance with applicable personnel policies.

Full- Time: All temporary, probationary or Regular employees regularly scheduled for forty (40) hours of work within the work week. CARCD does not guarantee a 40-hour work week.

Part- Time: All temporary, probationary or regular employees regularly scheduled for less than forty hours of work within the work week.

Probationary: Each new employee, other than temporary employees, will be hired on a probationary basis lasting not more than three months from the first day of the pay period closest to the date of hire. Upon successful completion of the probationary period, an employee shall receive Regular status. Should either the Executive Director or the employee conclude that employment be terminated during this time without prejudice or cause, either may do so without notice and without recourse. Employees terminated during the probationary period do not have the right to appeal.

Temporary: Employees hired for a definite (limited) period of time as specified at time of employment. For persons classified as temporary employees, compensation will consist of a salary or hourly rate of pay. The only fringe benefits afforded temporary employees are paid holidays and vacation leave accrued at the rate of one (1) hour per pay period. Other benefits required by law including Worker's Compensation, State Unemployment Insurance (SUI), and etc. are also provided according to the applicable law.

Actions by the Board of Directors to lay-off employees or eliminate positions may have the effect of interrupting or terminating an individual's employment. These actions take precedence over any

prior plan to provide an employee with the same or comparable position on a specific date after any sort of leave.

Effective August 1, 1994, employees rehired at any time after a voluntary termination shall be treated as a new employee. Seniority will be calculated from the latest date of hire.

5. TYPE AND FREQUENCY OF PAY

Exempt: Paid on alternate Fridays commensurate with the annual salary established for each job classification. In the event the payday falls on a holiday, payment will be made in the last preceding working day.

Hourly: Paid at a regular hourly rate of hours actually worked as scheduled on alternate Fridays. In the event the payday falls on a holiday, payment will be made in the last preceding working day.

Pay Period: Pay periods shall be every 2 weeks. Payments shall be made on the 1st Friday following the end of the pay period.

Overtime: See section 8

6. COMPENSATION SCHEDULE

Employees shall receive the compensation within the salary range according to the Job Description of the position in which they are employed.

Salary changes will be made only upon the recommendation of the Executive Director and approval of the Board of Directors.

The Executive Director has the authority to hire employees into established positions within the approved salary range established by the Board of Directors based on appropriate experience and qualifications.

7. SALARY ADJUSTMENTS

Salary adjustments are awarded based on individual job performances and the CARCD's projected financial position for the upcoming year. The Board of Directors approves all salary adjustments.

An annual review of the salary schedule and fringe benefits package shall begin at the November CARCD Board meeting.

8. HOURS OF WORK AND OVERTIME

The work week is defined as 40 hours. The office is open Monday through Friday from 8:30 to 5:00 pm. Each work day shall include a non-paid lunch hour, and two paid fifteen minute breaks taken at the discretion of the CARCD's Executive Director.

Alternate workweek schedules are permitted. Schedules permitted in a pay period of 80 hours are:

- 8 days of 9 hours per day and 1 day of 8 hours per day.
- 8 days / 4 days a week of 10 hours per day

An employee can adopt an alternate workweek by completing and signing an Alternate Work Schedule Agreement, Attachment B. The Executive Director must approve the agreement.

Non-exempt Employees shall receive compensatory time off for overtime hours worked equal to one and one-half times all hours worked in excess of forty (40) hours in any work week.

An Exempt employee is expected to work whatever number hours necessary in a day to accomplish his/her duties. An Exempt employee's pay is not dependent upon the number of hours worked in a day, although it is expected that the employee will work a minimum 40 hours per week, and be reasonably accessible to clients and staff members. Thus, overtime is not applicable to exempt employees. It is expected that Exempt employees will generally work an average of more than 40 hours, per week. As such, Exempt employees receive an additional one week per year of paid management leave. This is in addition to vacation time and in lieu of the compensatory time given to non-exempt employees.

All employees shall keep accurate time sheets on forms approved by the Executive Director. Time Sheets shall be submitted to the employee's immediate supervisor, with appropriate absence requests and expense claim forms on regular pay days.

9. PERFORMANCE EVALUATIONS

Written employee performance evaluations will be done annually in December for all CARCD employees. The Board of Directors will evaluate the Executive Director and the Executive Director will evaluate the CARCD staff.

The employee may submit in writing to the Executive Director, an opinion or explanation of statements with which the employee disagrees. This response shall be placed in the employee's personnel record along with the evaluation.

If the evaluation is satisfactory, appropriate action may be taken to effect a salary adjustment or grant Regular status.

If the evaluation is not satisfactory, appropriate action may be taken in accordance with steps outlined under Section 15.

10. BENEFITS

An employee's accrual of vacation and sick leave benefits during any given pay period shall be pro-rated based upon his or her actual work rate (which includes utilization of previously accrued leave) for that period. Work rate is a percentage of the equivalent to full-time employment and may not exceed 100%.

Holidays

The following paid holidays are observed as days off by the staff.

- New Year's Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving Day & following Friday
- Christmas Eve Day
- Christmas Day
- Floating Holiday

Each employee not classified as a temporary employee may utilize the floating holiday during the calendar year. Use of the floating holiday must be approved in advance by the employee's supervisor. As with other benefits, part-time employees receive this benefit pro-rated on their

actual work rate. Should an employee terminate employment before the floating holiday is used in a calendar year, the holiday is forfeited.

Holidays falling on Saturday will be observed on Friday; holidays falling on Sunday will be observed on Monday.

The Executive Director shall publish a holiday schedule, noting the calendar date for each holiday, at the beginning of the calendar year.

Vacation

Vacation leave is earned based on years of employment. Accrual rates are as follows:

<u>Length of Service</u>	<u>Yearly Rate</u>
0- 4 years	10 days
5 + years	15 days

Accrued vacation hours may be taken from the date of hire, with the dates approved in advance by the immediate supervisor.

If the request for vacation is rejected, the employee making the request for vacation will be given the reason for rejection by his/her immediate supervisor.

In the event a holiday falls within the vacation period, that day shall not be charged against the employees' vacation time.

Earned vacation time may be accrued up to 240 hours. Vacation time beyond the 240 hour limitation may be accrued only with the approval of the Executive Director.

The Board of Directors may choose to compensate an employee for all or part of his or her accrued vacation leave in lieu of the employee taking vacation time off from work on a voluntary basis.

At the time of each employee's performance evaluation there will be a supervisory review of that employee's vacation time usage to determine if that usage is in conformance with established policy.

Upon termination, an employee will be compensated for vacation time accrued through his or her last day on the payroll.

Accrued vacation for part-time employees will be pro-rated on a 40 hour work week.

Vacation benefits for temporary employees are accrued at the maximum rate of one (1) hour per pay period. These benefits are pro-rated on the employees work rate.

Sick Leave

Sick leave is accumulated for full time employees at the rate of 10 days per year. Sick leave for part time employees will be pro-rated on a 40 hour work week.

The accumulation of sick leave is unlimited, but unused sick leave is non-compensatable.

Whenever an employee believes it necessary to be absent from duty because of the serious illness or health care needs of a member of the immediate family (spouse, father, mother, brother, sister, child, mother-in-law, father-in-law, grandparent, grandchild, sisters and brothers-in-law, daughters in-law and sons-in-law, or step- relatives in these categories) permission may be requested from the Executive Director to be absent for not more than three working days. An additional two (2) days off may be granted by the Executive Director in severe situations, and

may come from the employees personal sick time. Time off for family sick leave beyond five (5) days requires Board of Directors' approval.

A doctor's statement may be required to substantiate use of sick leave when the absence is due to illness of the employee or family member. Such documentation may be required at the Executive Director's discretion. The Executive Director may require substantiation of illness by a physician or other health professional designated by the CARCD at its expense. The doctor's statement must indicate the recommended amount of time off from work warranted as a result of the illness.

An employee who cannot report to work on any given day because of illness is to call his or her immediate supervisor as soon as possible, but in no instances later than 9:00 AM. An employee who becomes ill while working is to report to his or her immediate supervisor prior to leaving work because of illness.

Temporary employees are not eligible for sick leave benefits.

Bereavement Leave

Bereavement leave may be granted with pay for up to three (3) days for an employee who requests such leave due to the death of a member of his/her family " (spouse, father, mother, brother, sister, child, mother-in-law, father-in-law, grandparent, sisters and brothers-in-law, daughters-in-law, sons-in-law, and grandchildren, or step-relatives in these categories).

Request for bereavement leave should be directed to the Executive Director. Such time shall not be charged to sick leave or vacation leave but shall be documented and recorded as bereavement leave.

An employee may request additional time away from work for a death of a family member to be charged against sick leave. Approval for such requests will be at the discretion of the Executive Director.

Temporary employees are not eligible for bereavement leave benefits.

Leave of Absence Without Pay

Any time off the payroll shall be considered a Leave of Absence Without Pay.

Leave of absence without pay may be available upon written approval by the Executive Director. If more than ten (10) consecutive work days are requested, the Executive Director shall inform the Personnel Committee. It is CARCD policy that leave of absence shall not exceed twenty-two (22) working days in any given fiscal year, except for unique circumstances as determined by the Personnel Committee.

Employees on an approved leave of absence without pay for a period of twenty-two ", (22) or more working days during the fiscal year shall have their anniversary date for merit and vacation schedule adjusted to compensate for the amount of time which was not spent as a paid employee. Anniversary dates subject to these adjustments will coincide with the first day of the next occurring pay period.

Should the end of the fiscal year occur during an approved leave of absence without pay the entire leave shall be considered as part of the fiscal year in which the employee last worked. No portion of the leave shall be counted as part of the total approved leave without pay the employee may accumulate during the fiscal year in which he or she returns to work.

All reasonable efforts will be taken to reassign the returning employee to previous job duties. Compensation will be at the salary range of the position assigned on return.

Maternity Leave & Pregnancy Disability Leave

An employee may be granted a maternity leave of absence to a maximum of six (6) months with the approval of the Executive Director. An employee may use accrued vacation and/or sick leave during a Pregnancy Disability Leave, otherwise the leave shall be unpaid. An employee eligible for Family Care leave may request that the first four (4) months of maternity leave be considered as Family Care Leave.

The Executive Director may request written concurrence of the attending physician regarding the commencement of maternity leave.

All reasonable efforts will be taken to reassign the returning employee to previous job duties. Compensation will be at the salary range of the position last assigned to upon return. In accordance with California law, any employee disabled by pregnancy, childbirth or related medical conditions is entitled to up to four (4) months of paid or unpaid Pregnancy Disability Leave. Pregnancy Disability Leave may be used in conjunction with Family Care Leave as prescribed by regulation.

Military Leave

Any employee who is a member of the military reserve shall be granted military leave for two (2) weeks per year. The employee shall receive his/her regular rate of pay for those two (2) weeks and continue to accrue vacation and sick leave. Any funds received by the employee as payment for military time shall be given to the association.

Family Care Leave

Both the State of California and Federal governments have enacted laws that mandate specified employers to provide Family Care Leave to qualified employees under certain circumstances. The criteria for eligibility and benefits under the two laws vary. In conformance with requirements posed by the Federal law, when an employee qualifies for both a Federal and State family leave, will consider the most liberal application of either law when determining eligibility for Family Care Leave, length of leave, benefits provided during leave, and other factors associated with the leave.

In general, a person employed for at least twelve (12) months and who has worked, under Federal law, at least 1,250 hours during the twelve month period preceding the commencement of leave, is eligible for Family Care Leave

Family Care Leave will be granted for any of the following reasons:

- the birth or adoption of a child, or the placement for foster care of a child;
- the serious health condition of a spouse, child or parent; or
- the employee's own serious health condition where that condition renders the employee unable to perform the duties of his or her position. (Note: this situation covered under Federal law only).

The duration of the leave may be either twelve (12) weeks or four (4) months depending on the reason for the leave and which law is applicable.

When Family Care Leave occurs under Federal law, an employee may choose to utilize accrued vacation leave in lieu of leave without pay, and an employee may choose to use accrued sick leave in accordance with the CARCD's sick leave policies. For leaves taken under Federal law, the CARCD will continue to pay the usual premiums for qualified health insurance benefits.

An employee is required to provide at least 30 days notice before the date a foreseeable leave is to begin, or as soon as practical if the leave is not foreseeable.

CARCD may require an employee to provide certification of a serious health condition by a health care provider.

An employee will be placed in the same or comparable position in which he or she was working at the time a Family Care Leave began upon return from the leave and compensation will be at the range of the last position assigned.

This policy highlights some key elements of legislation pertinent to Family Care Leaves. It is not feasible to provide an in-depth analysis of Family Care Leave laws here. Each request for Family Care Leave will be considered on an individual basis and handled in strict conformance with all applicable laws related to the specific circumstances at hand. It is highly recommended that an employee consult with the CARCD's Executive Director when considering a request for Family Care Leave so as to gain specific information about conditions relevant to the leave.

Jury Duty

Leave with pay shall be granted to employees selected to serve jury duty . The employee may retain money received from the court for mileage reimbursement. Other funds received for jury duty shall be given to CARCD. The employee shall receive his/her regular rate of pay and continue to accrue vacation and sick leave.

Employees subpoenaed for court appearances other than work related, must use vacation or leave without pay approved in advance by the Executive Director.

Time off will be allowed for Grand Jury duty at the discretion of the Executive Director.

Social Security

All employees are covered for Social Security benefits. The association and employee each contribute at the rate specified by law.

Health Insurance

Regular employees regularly scheduled to work 29 or more hours per week may apply for the health plan in effect for themselves and their qualifying dependents.

Provided an employee's health insurance is in effect and the employee remains eligible for benefits under the regular provisions of the policy, CARCD will fund the monthly insurance premium for the lowest available health plan, for the employee. Should employees elect to cover their dependents under their policy, the dependent insurance premiums will be funded by the employee and will be deducted from the employee's paycheck as a payroll deduction. Should a permanent employee waive insurance coverage no cash compensation will be in given lieu of premium costs. The Board of Directors will review any employee requests for exceptions to the health insurance policy and may allow exceptions in special circumstances on a per case basis.

Nothing herein shall preempt an employee from electing health benefits for which he or she may be eligible under federal C.O.B.R.A. regulations.

Health insurance benefits will lapse on the first of any month for which an employee does not make his or her portion of the required premium payment Re- enrollment in the plan shall be in accordance with provisions of the policy which may require certification of good health and/or pre-existing condition limitations or other stipulations.

In some instances, it may be necessary to make payroll adjustments after the pay period for which the employee's portion of the premium if any is typically deducted to rectify changes. The addition or deletion of dependents made outside the regular payroll schedule would be an example of why an adjustment may be needed.

In addition to health care insurance provider policies and procedures regarding insurance all conditions of the plan in effect shall be applicable to Regular employees and in some cases may take precedent over CARCD policies.

Section 125 Plan

Regular employees regularly scheduled to work 29 or more hours per week may apply for the Section 125 Plan (Flexible Spending Accounts) as approved by the Board of Directors. For employees with proper certification of other health benefits a maximum of \$1200 annually is available for use in the cafeteria plan.

State Disability

Employees are covered by State Disability Insurance (SDI). Employees may be eligible for state disability benefits if they become disabled and cannot perform their regular or customary work. Usually, disabilities that are not work related like childbirth are covered by SDI while work-related disabilities are covered by Workers' Compensation. Employees may obtain state disability claim forms from any Employment Development Department (EDD) office. Some doctors and hospitals may also have forms available.

An employee may supplement SDI benefits with the use of accrued vacation or sick leave. The employee must contact the CARCD's Executive Director to initiate this procedure.

Temporary employees are not eligible to participate in health insurance plans sponsored by CARCD. They are covered by SDI and Workers' Compensation.

Worker's Compensation

All employees are covered by Worker's Compensation Insurance for accidents sustained while in the performance of his/her duties on or off the premises. All injuries must be reported to the Executive Director as soon as practical but no later than 72 hours after the injury.

An employee who has been injured on the job and is receiving Worker's Compensation shall retain his/her usual employee benefits as long as employment continues. He or she will continue to accrue sick leave, vacation leave, and holiday pay.

An employee who is compelled to be absent from work because of injury or illness arising out of and in the course of employment shall be charged leave in the following manner:

The employee may choose to be charged sick leave at the rate of four (4) hours for each full day (8 hours) of absence, provided any funds received from accident compensation in lieu of salary be deducted from the full salary of such employee.

The employee may elect to receive State Compensation payments only and not have accrued sick leave or vacation charged, provided the employee requests a leave of absence without pay for such period of absence.

At such time that the employee's accrued sick leave is exhausted, the employee may elect to use accrued vacation time in the same manner as specified in section 10.

Voluntary Retirement Plan

CARCD authorizes the establishment of a 403(b) retirement plan for employee's. Inclusion in the plan is to be voluntary with no match or cost share to the association.

11. PERSONNEL RECORDS

An individual personnel record will be maintained by the Executive Director for each staff member.

The personnel records shall include employment history of each employee including:

- Resume and employment application
- Performance evaluations
- Other pertinent information

All information contained in the personnel records shall be confidential. Release of any information contained in the personnel record shall be provided only with consent of the staff member involved.

During regular working hours, staff members will be allowed to review their complete personnel record at a time mutually agreeable to the employee and the Executive Director.

In the event that the employee believes material in his or her file is erroneous in nature, he or she shall provide documentation of the facts to the Executive Director who may direct that any such material be corrected or removed from the personnel record.

If such material is not removed from the personnel record, the employee may attach to the material in question a written explanation describing why said material is alleged to be erroneous.

12. EMPLOYMENT AND RESIGNATIONS OF STAFF

The Executive Director shall be responsible for hiring, promotion, transfer, discharge or layoff of employees and all such other matters of personnel administration. The Executive Director may be guided by the recommendations of the employee's supervisor, or the advice of the Personnel Committee.

Each new employee with the exception of temporary employees shall serve a three (3) month probationary period. The purpose of such probationary period is to enable the Executive Director and employee to mutually assess the employment situation. Should either the Executive Director or the employee conclude that employment be terminated during this time without prejudice or cause, either may do so without notice and without recourse.

Employees terminated during the probationary period do not have the right of appeal.

Employment may be terminated by the Executive Director or employee at any time with or without cause and without notice.

The Executive Director works at the pleasure of the Board of Directors. The staff works at the pleasure of the Executive Director.

13. OUTSIDE EMPLOYMENT

Outside employment is acceptable when there is no conflict of interest and it does not interfere with work efficiency of the particular employee. The Executive Director must approve in advance and in writing all outside employment.

14. CONFLICT OF INTEREST

Employees may not serve as a member of the Board of Directors of the CARCD. Employees may serve as a director of a local Resource Conservation District

Employees and members of the CARCD Board are responsible for adhering to the CARCD's Conflict of Interest Policy.

The intent of this policy is to identify arrangements which are conflictual or which give the appearance of conflict of interest. Moreover, the intent is to further discourage the occurrence of conflict by a

combination of disclosures and sanctions. Conflict of interest occurs when an individual enhances his or her financial position at the expense of, or by, the influence of the CARCD. No staff or CARCD Board member shall solicit or receive beneficial financial treatment from vendors or financial institutions. Whenever a CARCD board or staff member believes he or she may be in a conflictual position, or whenever there is an appearance of conflict of interest, the minimum responsibility is to fully disclose the situation to the Executive Director.

Additionally, the Executive Director shall disclose in writing to the Board of Directors any financial dealings with financial institutions that conduct business with the CARCD.

Following the Executive Director's determination of a possible conflict of interest, the CARCD Board of Directors shall determine, through a majority vote of its members, if a potential conflict of interest exists. Any CARCD Board member is disqualified from voting on matters pertaining to any conflict of interest in which they are in question. Should it be determined that an actual or potential conflict of interest exists the Board of Directors shall require the individual to eliminate the conflict or obtain a waiver pursuant to Section 54523 of Title 17, California Code of Regulations. California Code of Regulations, Title 17, Section 54505, et seq., shall be the basis upon which conflicts of interest are defined and procedurally handled.

All CARCD Board and/or staff members are prohibited from using their position in such a way as to receive discounts or financial favors from the CARCD suppliers. Any violation of the conflict of interest policy subjects the staff person to sanctions, which may include dismissal. The CARCD Board member will be requested to resign from the CARCD Board of Directors if they violate the conflict of interest policy.

In addition to the foregoing disclosure provision, legal exceptions notwithstanding, a staff person or a CARCD Board member cannot sponsor or influence a decision upon any program vendor or any individual wherein it would logically result in a financial gain for that staff person or CARCD Board member.

15. DISCIPLINARY ACTION AND DISMISSAL

- A. Corrective discipline is a sequential process directed to improving an employee's performance. An objective and impersonal approach of gathering facts about the employee's problems shall be utilized. The following approaches to problems resolution shall be adhered to:

Counseling/reeducation is the mutual exploration of the problems by the supervisor and employee and the restatement of the association's standards, goals, and activities by the supervisor.

Constructive criticism includes clear statements by the supervisor about what an employee is doing wrong, how the employee is expected to change, what might happen if the employee continues doing wrong, the supervisor's plans for follow-up and time frame for improvement.

Formal reprimand is a procedure where the immediate supervisor or Executive Director notifies the employee in a written format of the specific infractions, and may include date(s) of occurrence, remedy proposed, including any deadlines, possible sanctions for noncompliance, and a review of past disciplinary steps taken.

Penalties include the removal or alteration of various benefits of employment to an employee who continues to demonstrate problems or exhibits severe problems. Penalties which may be used, based on severity of the problems and needs of the CARCD, include a forced leave of absence without pay for up to 30 working days and or dismissal.

- B. An employee may be placed on administrative leave status, with or without pay, if the employee is accused of actions which could pose a danger or threat to CARCD's clients, CARCD's staff or operations. The CARCD shall use the administrative leave period for the purpose of investigating the alleged actions. The Executive Director shall inform the Personnel Committee in writing of employees placed on administrative leave status including rationale for the Executive Director's decision.
- C. Immediate dismissal of an employee or disciplinary action at any step in the sequential process in this policy's Conflict of Interest section may be made for any of the following:
- Absence without approved leave for a period of three (3) days or longer.
 - Conviction of a felony while working or an act that demonstrates jeopardy to the CARCD or the public.
 - Permanent mental or physical disability as determined by a medical evaluation conducted by a CARCD designated physician, which prevents a person from fulfilling essential job requirements with reasonable accommodation. The evaluation shall be at no cost to the employee.
 - Substance abuse during work.
 - Violation of the CARCD Drug-Free Policy (See Attachment A) Providing false information to attain employment.
 - Refusal to comply with supervisor's reasonable instructions. Willful infractions of stated policies and procedures.
 - Unsatisfactory work performance.
 - Other circumstances and/or actions which are of sufficient severity to warrant immediate dismissal or disciplinary action as determined by the Executive Director.
- D. Appeal of penalties and/or immediate dismissal in this section may be made pursuant to the Grievances section in this policy manual.
- Dismissal or penalty that includes reduction or loss in pay or combination, shall be in effect during the grievance process.
- E. Dismissal is accomplished by a written notice being served to the employee signed by the Executive Director stating when the dismissal is to be effective and the cause or cause of the dismissal clearly stated. A copy will be sent to the Personnel Committee, including any supporting documentation.
- F. Any non-probationary employee, within five (5) working days of receipt of the notice of penalty or immediate-dismissal, may submit a grievance in accordance with the procedure in these Personnel Policies.

16. GRIEVANCES

A grievance is defined as an expressed dissatisfaction by an employee pertaining to any condition of his/her employment.

A. Procedure

with In the event an employee feels he/she has a grievance, the employee should be the procedure his/her immediate supervisor within ten (10) working days of recognizing the problem on which the grievance is based.

The grievance, in written form, shall be presented by the employee to the immediate supervisor. The immediate supervisor shall meet with the employee to discuss the issues within five (5) working days. The supervisor shall give the employee a written response within ten (10) working days from the date of the meeting. If the employee is not satisfied with the supervisor's response, the employee may appeal to the next level.

The grievance and dissatisfaction with the supervisor's response or any proposed resolution in the previous paragraph shall be presented in writing to the Executive Director within ten (10) working days of the supervisor's written response. The Executive Director may take whatever steps considered necessary to resolve the dissatisfaction. The Executive Director shall submit a written response to the employee within ten (10) working days of receiving the employee's grievance. If the employee is dissatisfied with the Executive Director's response, the employee may appeal within ten (10) working days to the next level.

The grievance and reasons for dissatisfaction with prior resolutions shall be submitted in written form to the Personnel Committee of the Board of Directors. The Personnel Committee shall hear the grievance no later than 30 working days after the receipt of notification. At the hearing the employee shall present the grievance and requested resolution. The Executive Director or designee shall present the CARCD's position. Within ten (10) working days of the hearing, the Personnel Committee shall issue a written report detailing their decision and findings of fact in support of that decision. The decision of the Personnel Committee will be by a majority vote of a quorum. Fifty-one percent of the Committee membership shall constitute a quorum. The Personnel Committee has the sole authority to decide to refer the matter to the Board of Directors of the CARCD. If they decide not to refer the matter to the Board of Directors there is no further administrative remedy available to the employee or Executive Director.

Should the Personnel Committee refer the grievance to the Board of Directors, the Board of Directors shall conduct a hearing in the manner described in this section. The Board of Directors, within ten (10) working days of the hearing, shall issue to the employee and Executive Director a written decision with findings of fact supporting that decision. There is no further administrative remedy available to the employee or Executive Director.

Per mutual agreement between the employee and the individual or body hearing the grievance, the time allotted for rendering a decision as stated in this section may be extended to allow for additional fact finding, evaluation and analysis.

B. Representation

The employee and the Executive Director or his/her designee may be represented by parties of their choice. Any costs of representation to the employee shall be borne by the employee, and any costs of representation for the Executive Director shall be borne by the CARCD.

C. Access to information

The employee and any designated representatives of either party may have access to all relevant information maintained by the CARCD with the exception that confidential information regarding other employees may not be utilized during the procedure without the specific written consent of the effected employees.

D. Impartial Observers

During all phases of the grievance procedure the employee may request the presence of another employee during all proceedings to act as an impartial observer. The choice of an observer shall be mutually agreeable to both parties of the grievance.

The role of the impartial observer is not to support, counsel, or encourage either side involved in the grievance, but rather to objectively observe the proceeding and, if requested by either party, to report observations in a written summary for record in the grievance file.

E. Witnesses

During the grievance procedure either or both parties shall be allowed to call upon no more than two witnesses during any particular phase unless mutually agreed otherwise.

Employees called as witnesses by either side shall do so on CARCD time with any travel expenses from their normal job site paid by the CARCD.

It is expected that an employee fulfill all requirements associated with his or her job throughout all phases of the grievance proceedings.

A grievance signed by two or more employees concerning the same issue should be directed to the Executive Director. The Executive Director may choose to hear the grievance him/herself (initiating the process) or refer the matter to the Personnel Committee.

Groups of two or more employees initiating a grievance may designate no more than two employees to represent the group in meetings with the Executive Director or Personnel Committee.

17. TERMINATION OF EMPLOYEE SERVICES

Resignations: See section Employment and Resignations of Staff.

Discharges for Cause: See section Disciplinary Action and Dismissal.

Discharge Due to Lay-off:

In the event it is necessary to terminate employees due to dissolution of the CARCD, economic inability to continue employing staff, or any other reasons not for "cause", the Board of Directors will furnish as much notice as possible to the employees concerned, but reserves the right to request mediate termination. The Board of Directors shall determine the number and/or percentage of the work force to be reduced or eliminated by lay-off. The Board of Directors also retains the right and option to re-classify or eliminate specific positions based upon budgetary and programmatic considerations.

The Board of Directors shall retain the authority to identify any positions that may remain immune from any lay-off procedure, in order to continue any functions deemed essential to the CARCD in a particular circumstance. Such immunity can be revoked at any time by the Board of Directors, depending upon economic considerations and programmatic priorities.

18. EMPLOYEE TRAINING

All new employees shall receive job orientation training as determined by the Executive Director.

Staff attendance at national, regional, and state conferences and professional and educational meetings is of value to the CARCD and the employee.

The CARCD may pay travel, registration fees, and other actual costs involved in the training as per agreement between the employee's supervisor or the Executive Director. The CARCD may allow release time, at regular pay, and overtime as per agreement between the employee's supervisor and/or the Executive Director.

Employees shall be responsible for initiating written requests for training which include costs that the employee wants reimbursed.

In-service training may be offered to employees when a significant number of employees show a need for such training. Sufficient in service training shall be provided to new and promoted employees to assure the opportunity for success in their new position.

19. STATE OF EMERGENCY

The Executive Director or designee shall have the authority to declare a "State of Emergency" and order all staff to vacate their place of work, with pay, and/or not come to work, with pay.

"State of Emergency" is defined to include those circumstances that would adversely place the health and safety of staff in jeopardy due to conditions in the place of work or the severity of weather conditions causing travel to work to be hazardous or impossible. The State of Emergency shall apply to the staff in general and specifically excludes individual circumstances such as place of residence.

Employees are to assume a regular work day is scheduled unless the Executive Director or designee has specifically declared the contrary.

Employees uncertain as to whether a State of Emergency exists must call the office at the earliest opportunity to obtain direct information. The receptionist may inform callers that a State of Emergency has been declared only if he or she has been instructed to do so by the Executive Director or designee. Otherwise, he or she is to inform callers that a State of Emergency has not been declared.

20. AUTOMOBILE INSURANCE

Those employees required to have an automobile to perform their job duties must show evidence of possessing the minimum amounts of insurance as specified by California law and a valid driver's license. No mileage reimbursement will be provided without this documentation.

21. SOLICITATION AND DISTRIBUTION OF LITERATURE ON CARCD PROPERTY

Persons not employed by the CARCD may not solicit or distribute literature at the CARCD place of business at any time for any purpose.

Employees of the CARCD may not solicit during working time for any purpose. Employees may not distribute literature during working time for any purpose. Working time includes the working time of both the employee doing the soliciting or distributing and the employee to whom the soliciting or distributing is directed.

Working time does not include meal periods or break periods.

This policy is not meant to exclude presentations by individuals and/or agencies relating to official CARCD business.

22. MEDIA CONTACTS

It is the policy of the CARCD that all media contacts (e.g., newspaper, radio, television) relating to CARCD business must be reported to the Executive Director as soon as possible. Additionally, no staff of the CARCD shall give interviews or respond to any questions from the media unless approved by the Executive Director in advance.

Failure to comply with the directive may result in disciplinary action.

The CARCD Board of Directors adopted this revised personnel policy Thursday, August 20,2001. The effective date of the Personnel Policy is August 20, 2001.

CARCD
President _____ Date: _____.
John Schramel

Personnel
Committee
Representative _____ Date: _____.
Bob Beegle

ATTACHMENT A
Drug-Free Policy Statement
California Association of Resource Conservation Districts.

Unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited
and any violation of such is cause for termination.

Drug-Free Awareness Program
California Association of Resource Conservation Districts.

Use of drugs in the workplace is dangerous both to the user and to others.

It is the policy of the CARCD to maintain a drug-free workplace.

There are numerous outside counseling and rehabilitation programs. CARCD will assist in providing names and telephone numbers of those programs.

An employee caught using any controlled substance in the workplace will be terminated.

ATTACHMENT B

ALTERNATE WORK SCHEDULE REQUEST AND AGREEMENT

Name _____

Classification _____

In accordance with the personnel policy, I hereby request:

Alternate Work Schedule 8-days@9hrs & 1/8hr _____

or 4-days/wk@10hrs _____

Period of Agreement: Continuous, or From: _____ to: _____

Start Date of the Alternate Work Schedule _____

If approved, I agree to the following terms and conditions of this agreement

1. I agree to adhere to the defined work schedule as defined above. My daily work schedule will begin _____ a.m. and will end _____ p.m.
2. I understand that I will not accrue overtime solely as a result of my Alternate Work Schedule, and that overtime requires approval of my supervisor.
3. I agree that my Alternate Work Schedule maybe canceled upon 30 days, written notice from my supervisor for business reasons or if I fail to meet Alternate Work Week Schedule criteria, or by mutual consent.
4. I understand that I my Alternate Work Schedule if approved is permanent and final for the specified term of the agreement and may not be revised without prior approval of my supervisor.
5. I understand that my request for revision of my Alternate Work Schedule may be denied based on business reasons.

Employee must have available 20 hours of leave balance to qualify for Alternate Work Schedule.

I have read and I agree to the above terms and conditions of this agreement.

Employee's Name

Date

Approved By:

Executive Director

Date

ACKNOWLEDGEMENT

I hereby acknowledge that I have read and understand the Personnel Policies of the CARCD.

I understand as a condition of my employment with the CARCD, that I will abide by the terms of the CARCD's Drug-Free Policy Statement; and that I will notify the CARCD of any criminal drug statue conviction for a violation occurring on the workplace no later than five (5) days after such conviction.

I also acknowledge that I have received a copy of the CARCD Personnel Policies, including Attachment A, to retain for my further reference and information.

Attest: _____
(Signature required)

Date _____

Witness: _____
(Signature required)

Date: _____