



EMPLOYEE HANDBOOK

~~Information, Administration Policies, Personnel Policies &
Benefits~~

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Section 1.0: General Information

1.1. Introduction:

To help employees better understand what is expected of them as an employee of The Natomas Basin Conservancy (“TNBC”), this publication summarizes general information, policies and benefits of the organization. These policies and benefits supersede any prior policies, practices and benefits, whether verbal or written, and go into effect immediately for all employees and will remain in effect until changed in writing by the Executive Director. Other or more specific policies and procedures may also apply depending upon the job the employee performs, so long as they are not in conflict with those contained in this publication.

Nothing in this handbook creates, or is intended to create, a promise or representation of continued employment for an employee. Employment at TNBC is employment at-will. This means that employment may be terminated at the will of either the employer or the employee. Employment and compensation may be terminated with or without cause and with or without notice at any time by you or TNBC.

Except for employment at-will and the arbitration agreement, TNBC reserves the right to review and change wages, benefits, policies, hours, working conditions and practices at any time without prior notice. All changes must be authorized in writing by the Executive Director. Other than the Executive Director, no manager or representative of TNBC has any authority to enter into any agreement for employment for any specified period of time or to make any agreement for employment other than at-will. Only the Executive Director has authority to make any such agreement and then only in writing.

If this publication has not addressed your concerns, or if you have any questions, feel free to ask the Executive Director.

1.2. Objective of TNBC: To implement the Natomas Basin Habitat Conservation Plan (HCP), including the acquisition and management of habitat lands.

1.3. Mission Statement: The mission of TNBC is to promote biological conservation along with economic development and the continuation of agriculture in the Natomas Basin. The HCP establishes a multi-species conservation program to mitigate the expected loss of habitat values and incidental take of protected species that would result from urban development, operation of irrigation and drainage systems, and rice farming. The goal of the HCP is to preserve, restore, and enhance habitat values in the Natomas Basin while allowing urban development to proceed according to local land use plans.

Section 2.0: Personnel Policies

2.1. Introduction: Every employee should feel that he or she belongs and is meaningfully involved and responsible within his or her respective job for the success of the organization.

2.2. Employee Classifications:

2.2.1. New Hires: TNBC has established a ninety-day introductory period of employment for new hires in order to gain familiarity with TNBC and the employee's position. Completion of the introductory period does not entitle or guarantee continued employment at TNBC. All employees are at-will, meaning that their employment can be terminated at any time for any reason.

2.2.2. Regular, Full-Time Nonexempt Employees: Nonexempt employees who have completed their introductory period of employment and who are normally scheduled to work and do work not less than 37.5 hours per week are classified as regular, full-time nonexempt employees. Regular, full-time nonexempt employees are eligible for all the benefits described in this handbook.

2.2.3. Regular, Part-Time Nonexempt Employees: Nonexempt employees who have completed their introductory period of employment and who are normally scheduled to work and do work less than 37.5 hours per week are classified as regular, part-time nonexempt employees. Regular part-time nonexempt employees are eligible for some of the benefits discussed in this handbook.

2.2.4. Temporary Employees: Exempt and nonexempt employees hired on a temporary basis, a 30 to 180 calendar day period, are classified as temporary employees. These employees may work on a part- or full-time basis. Temporary employees are not eligible for TNBC employee benefits (except where required by applicable law).

2.2.5. Exempt Employees: Exempt employees are those who meet state and federal requirements for overtime exempt status. Exempt employees are not eligible for payment of overtime. Exempt employees are eligible for TNBC benefits as set forth in the benefit description. The Executive Director will inform you of your exempt or nonexempt status.

2.3. Communication Policy, Internal Complaint Process, Employee Suggestions & Adjustment of Problems: TNBC has an open door policy. Employees are encouraged to offer suggestions which improve operating

methods and procedures. TNBC has an internal complaint process available for addressing and resolving employee issues. Employees who have work-related problems should discuss those matters with the Executive Director. If the matter is not resolved, or the employee is uncomfortable discussing the matter with the Executive Director, then the employee should bring the matter directly to the ~~Chair President~~ of the Board of Directors. All matters will be considered and, when appropriate, employees will be advised of any resolution or other action taken.

2.4. Employment Forms & Personnel Records: Upon commencement of employment and as changes are made, employees must complete the following information and forms and provide the following information:

- 2.4.1. IRS Form W-4 Employee's Withholding Allowance Certificate: Employees must complete and return to TNBC as soon as possible, but no later than the first payday so that pay can be processed accordingly.
- 2.4.2. Completion of I-9 form. TNBC complies with all applicable federal laws requiring employers to verify each new employee's identity and legal authority to work in the United States. Satisfactory completion of the I-9 form within the first three days of commencing work is a condition of employment.
- 2.4.3. Fair Political Practices Commission (FPPC) Form 700. In compliance with the FPPC, TNBC employees are required to complete Form 700 free of errors and omissions within the first three days of commencing work.
- 2.4.4. AB1234 Ethics Training. In compliance with the FPPC, AB1234 must be completed within the first year of employment. A completion certificate must be printed and returned to TNBC.
- 2.4.5. Current home address and phone number.
- 2.4.6. Name, address and phone number of person to be notified in case of emergency.
- 2.4.7. Auto Insurance proof of coverage must be provided to employer with coverage limits acceptable to TNBC at employment and at each renewal or expiration. If this information changes during the course of the employment relationship, employees must provide TNBC with updated information.

2.5. Non-Discrimination and Equal Employment Opportunity: In accordance with applicable federal, state and local laws and regulations, TNBC is committed

to equal employment opportunity for all persons without regard to race, ancestry, color, religion, sex, age, national origin, marital status, sexual orientation, gender, gender identity, gender expression, genetic condition, pregnancy and related medical condition, physical or mental disability or medical condition, military or veteran status, or any other consideration protected by applicable state, federal or local law. This commitment applies to all aspects of the employment relationship.

2.6. Disability Accommodation: TNBC will make reasonable accommodations for qualified individuals with disclosed disabilities that are necessary to comply with all applicable ~~the state and federal~~ disability discrimination laws for the known physical or mental disability ~~or known medical condition~~ of an applicant or employee, unless doing so would result in an undue hardship. If you are unable to perform the essential functions of your job because of a disability and need some type of accommodation, notify the Executive Director. You may be required to provide medical certification regarding your disability and need for accommodation. All medical information is kept in a confidential medical information file and shared only on a need-to-know basis.

While TNBC welcomes your suggestions for accommodations to enable you to perform the essential functions of your job, TNBC will make the final decision regarding whether it can provide a reasonable accommodation and, if so, which accommodation to provide in accordance with its legal obligation.

2.7. Prohibited Harassment and Discrimination: All employees, applicants, and independent contractors ("workers") of TNBC are to be treated with respect and dignity. TNBC is committed to providing a work environment free of unlawful harassment and discrimination. TNBC policy prohibits all harassment and discrimination because of sex, gender, race, religious creed, color, national origin or ancestry, genetic condition, physical or mental disability, medical condition, pregnancy and related medical condition, gender identity, gender expression, military or veteran status, marital status, age, sexual orientation or any other basis protected by applicable federal, state or local law or ordinance or regulation. All such harassment or discrimination is unlawful and will not be tolerated. TNBC's anti-harassment and anti-discrimination policy applies to all persons involved in the operation of TNBC and prohibits unlawful harassment or discrimination of any worker of TNBC by anyone affiliated with TNBC.

Prohibited unlawful harassment includes the following conduct when based on a protected basis: ~~but not limited to:~~

- 2.7.1. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- 2.7.2. Visual conduct such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
- 2.7.3. Physical conduct such as assault, unwanted touching,

blocking normal movement or interfering with work;
~~because of sex, race or other protected basis;~~

2.7.4. Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors; and

2.7.5: Retaliation for opposing, reporting or threatening to report unlawful harassment, or for participating in an investigation conducted pursuant to such a complaint. ~~proceeding or hearing conducted by the Fair Employment and Housing Commission.~~

~~You may have a claim of prohibited harassment even if you have lost a job or some other economic benefit. TNBC does not tolerate has zero tolerance for any type of harassment on any protected basis. Prohibited harassment that impairs your working ability or emotional well-being at work violates this policy and will not be tolerated.~~

Retaliation. Retaliation against a worker for reporting violations of this Policy or for participating in the investigation of a harassment or discrimination complaint is strictly prohibited. Claims of retaliation are taken seriously and are subject to the investigation procedures set forth below. Fear of retaliatory actions by a superior or coworker should not be a reason for not reporting any incidents of harassment, discrimination, or retaliation. ~~TNBC will not retaliate against you for reporting, in good faith, any suspected violation of this policy or for participating in an investigation. TNBC will not knowingly tolerate or permit retaliation by management, employees or co-workers.~~

Complaint Procedure. In adopting the above policy, TNBC assures its workers that every reasonable step will be taken to prevent harassment from occurring. It is important that workers inform TNBC as soon as possible about any form of harassment, discrimination, or retaliation, because nothing can be done to remedy the situation if the TNBC does not know it exists. However, If a worker believes that he or she has been harassed or discriminated or retaliated against, the worker is required ~~urged~~ to immediately do the following:

2.7.6. Provide a written or oral complaint to the Executive Director immediately ~~as soon as possible~~ after any incident you feel violates this policy. This includes potentially harassing conducted directed to you personally or directed to a co-worker. Your complaint should include details of the incident or incidents, names of the individuals involved and names of any witnesses. If you do not feel comfortable submitting the complaint to the Executive Director, you can submit the complaint to the Chair ~~President.~~

- 2.7.7. When possible, confront the harasser, communicate that the conduct is unwelcome, and persuade him or her to stop. You are not required to confront the harasser if you do not feel comfortable doing so.

Investigation. After a worker reports unlawful harassment or discrimination, TNBC will undertake a prompt and thorough investigation of the harassment allegations, which will include, where appropriate, interviews of those with relevant knowledge. The nature and extent of the investigation will depend on the circumstances. TNBC's investigation will be designed to maintain, to the extent possible, the privacy and confidentiality of all parties involved. Whenever appropriate, the Executive Director will inform the affected individuals that a complaint has been filed. The Executive Director is responsible for directing an investigation into such allegations, and ensuring that the investigation is documented, tracked, and timely completed by qualified personnel. Once complete, the Executive Director, in coordination with any appropriate member of management, will implement remedial actions, where warranted.

Resolution. After investigation, TNBC will communicate the confidential findings (i.e., sustained, not sustained, or inconclusive) to the complainant, the person alleged to be responsible for the harassment, discrimination, retaliation or other prohibited conduct, and members of management or a supervisor with a legitimate need to know. If there is a finding that harassment, discrimination or retaliation in violation of this Policy or applicable laws has occurred, TNBC will take appropriate and immediate action to end any harassment, discrimination, or retaliation and prevent its recurrence.

Discipline. Any worker found to have engaged in harassment, discrimination or retaliation will be disciplined. Specific action taken will depend upon the specific circumstances.

Additional Information. In addition to this Policy, the State of California Department of Fair Employment and Housing ("DFEH") and the U.S. Equal Employment Opportunity Commission ("EEOC") provides additional information regarding the legal remedies and complaint process available through the government agencies. If a worker thinks he or she has been harassed, discriminated against, or retaliated against for complaining, that person may file a complaint or obtain additional information from DFEH at 1-800-884-1684 or <http://www.dfeh.ca.gov> or from EEOC at 1-800-669-4000 or <http://www.eeoc.gov>.

~~If TNBC determines that unlawful harassment or discrimination has occurred, prompt and appropriate remedial action will be taken in accordance with the circumstances involved. Any worker determined by TNBC to be responsible for unlawful harassment or discrimination will be subject to disciplinary action, up to and including termination. TNBC also prohibits retaliation against any director, officer, or employee because that individual may make or threatens to~~

~~make such a disclosure. If you feel you are being subjected to any type of retaliation for raising or participating in an investigation of a complaint, you should alert the Executive Director or the President Chair immediately.~~

TNBC will not retaliate against you for reporting, in good faith, any suspected violation of this policy or for participating in an investigation. TNBC will not knowingly tolerate or permit retaliation by management, employees or co-workers. TNBC also prohibits retaliation against any director, officer or employee because that individual may make or threatens to make such a disclosure. If you feel you are being subjected to any type of retaliation for raising or participating in an investigation of a complaint, you should alert the Executive Director or the Chair immediately.

~~TNBC encourages all workers to report any incidents of harassment and discrimination immediately so that complaints can be quickly and fairly resolved. You should also be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints if prohibited harassment in employment. These agencies may accept, investigate and prosecute complaints. Damages and other remedies (such as back pay, reinstatement, and/or fines) can be awarded in appropriate cases. If you think you have been harassed, discriminated or that you have been retaliated against for resisting complaining, you may file a complaint with either the EEOC or the DFEH. The nearest office of the Department of Fair Employment and Housing is: 2000 "O" Street, Sacramento, CA 95814 5212 (916/445-9918).~~

2.8. Employee Injury and Illness Prevention Program: TNBC is firmly committed to maintaining a safe and healthful working environment, both in its office environment and in the mitigation land. The Executive Director is responsible for implementing TNBC's safety program, while every employee is responsible for safety in the work environment. To achieve TNBC's goal of providing a completely safe workplace, everyone must be safety conscious. The Executive Director or Senior Management will periodically inspect TNBC's office location and all mitigation land to identify any unsafe conditions and work practices. Maintaining a safe working environment – both inside the office and on mitigation land – requires the participation of all employees. Please report any unsafe or hazardous condition to the Executive Director or Senior Management immediately. Every effort will be made to remedy problems as quickly as possible. In case of an accident involving personal injury, regardless of how serious, please notify the Executive Director or Senior Management immediately. Failure to report accidents can result in a violation of legal requirements and can lead to delays in processing insurance and benefit claims. If an employee is injured on the job, he or she may be entitled to benefits under the state workers' compensation law. TNBC carries workers' compensation insurance for all work-related injuries and will assist employees in obtaining all benefits to which they are legally entitled.

2.9. Security: Employees must secure their work area when leaving for the evening. If an employee is the last one out of the office, he or she must be sure to turn off equipment that may have been left on, such as copiers, computers, fans, calculators, coffee pots, etc., and lock appropriate doors. For safety and security reasons, employees should not work alone in the office. If an employee must work alone, the employee should be careful when entering and leaving the building, and should make sure the office doors are locked at all times while they are alone in the office.

2.10. Hours of Work: The normal office and working hours are 8:30 a.m. to 5:00 p.m., Monday through Friday. The Executive Director has the right to change hours and require overtime as needed. The following regulations are to be kept in mind:

2.10.1. Lunch Periods: All non-exempt employees are authorized and permitted required to take an uninterrupted and duty-free lunch break on or before working five hours. Lunch periods are not to exceed one hour and are scheduled by the Executive Director or Senior Management for nonexempt employees so that adequate personnel will be on hand at all times to answer the office telephones and conduct regular business. Nonexempt employees are scheduled on staggered shifts to allow for such coverage. Deviation from nonexempt employee's assigned lunch period must be approved by the Executive Director or Senior Management. Employees are relieved of all duty during lunch periods and are not expected to perform any work tasks.

2.10.2. Rest Periods: All employees are authorized and permitted to take two rest periods, ten (10) minutes for every four hours worked. These rest periods should be taken mid-morning and mid-afternoon by nonexempt employees. Rest periods are provided as close to the middle of each work period as feasible. Rest periods cannot be used to extend lunch hours, to arrive at work late or to leave from work early.

2.11. Workday/Workweek: TNBC pays nonexempt employees based on a seven and one-half (7½) hour workday and a thirty-seven and one-half (37.5) hour workweek. From time to time employees may be required to work additional hours depending on the needs of TNBC. Prior authorization from the Executive Director or Senior Management must be obtained for working overtime. If an employee works overtime without first receiving approval, the employee may be disciplined. In all circumstances, overtime will be paid as required by applicable state and federal laws.

2.12. Timecards: All non-exempt employees are required to keep accurate time records. Employees are required to record the beginning and end of each work period, including meal periods. Employees should advise TNBC of any mistakes on time records as soon as possible. No employee may record time for another

employee. Falsification of employee time records will result in discipline, up to and including termination.

2.13. Appearance: All employees have a personal responsibility to dress appropriately for their work assignment and ~~All employees are required~~ to dress in an accepted business-like manner.

2.14. Fragrance-Free Workplace. TNBC strives to maintain a workplace environment that is conducive to efficiency and productivity and free from unnecessary distractions. Recognizing that employees and visitors to our office may have a sensitivity or allergic reactions to various fragrant products, TNBC is a fragrance-free workplace. Employees are prohibited from bringing into the office natural or artificial scents, including but not limited to: fragrances, colognes, lotions, powders or potpourri. Employees should also refrain from wearing these items when doing so is perceptible to others and has an adverse impact on other employees. An employee who is a qualified individual with a disability may request a reasonable accommodation for medically necessary products that contain odors. If an employee has any concerns arising out of the presence of fragrances in the workplace, the employee should see the Executive Director or Senior Management. The employee desiring such an accommodation should follow TNBC's Disability Accommodation policy.

2.15. Attendance & Punctuality: Nonexempt employees are expected to be at work on time every day. Punctual and regular attendance is an essential function of each position with TNBC –both exempt and non-exempt. When circumstances beyond their control cause lateness or absence, employees are expected to directly notify the Executive Director or Senior Management no later than 15 minutes past their starting time. This is essential so arrangements can be made for your work to be performed with a minimum of delay and inconvenience. If any employee fails to report for work without any notification to the Executive Director or Senior Management and the absence continues for a period of three business days, TNBC will consider that the employee has abandoned employment and has voluntarily resigned from his or her position.

2.16. Paycheck/Payday: Normal paydays are twice monthly on the fifteenth and the last day of the month. If the payday falls on a holiday or weekend you will receive your paycheck the day before the holiday or Friday before the weekend. A schedule of all pay periods is posted on the bulletin board in the kitchen/supply room and is also available ~~obtainable~~ from the Executive Director or Senior Management.

At the employee's option, arrangements can be made for payment by automatic deposit into an account of employee's choosing.

2.17. Payroll Deductions: TNBC will make all legally required deductions from an employee's paycheck, including all appropriate state and federal taxes and any court-mandated deductions (i.e., wage garnishments).

2.18. Employee Reimbursement: Before incurring any business-related expenses, employees should obtain the pre-approval of the Executive Director or Senior Management. Upon approval in advance by the Executive Director or Senior Management, TNBC will reimburse employees for supplies, work related lunches, parking and mileage for business use of a personal vehicle. All expense reimbursement requests should be submitted not more than once a month in a format approved by TNBC with all necessary information provided. Expense Reimbursement requests should be submitted to the Executive Director or Senior Management for approval and for payment processing.

2.19. Performance Reviews: TNBC reserves the right to review an employee's performance at any time throughout employment on a formal or informal basis. Employees may also request or discuss a review or any other performance issues with the Executive Director.

2.20. Staff Meetings: From time to time, TNBC will schedule staff meetings. When staff meetings are scheduled, all employees must attend unless employees are out of the office on approved leave or excused by the Executive Director or Senior Management. Overtime pay will be paid to non-exempt employees if the time spent at the staff meeting results in the employee working overtime.

2.21. Drug and Alcohol-Free Workplace: Substance abuse undermines the ability of TNBC to operate its business in a safe and efficient manner. An employee's use of alcohol or drugs can adversely affect the quality of that employee's job performance, increasing the workloads for others and disrupting the goals of TNBC. Substance abuse often results in increased absenteeism and tardiness, disruptive behavior, and inferior and delayed work product. Furthermore, substance abuse poses serious health and safety risks to the employee, co-workers, and clients. While TNBC recognizes its employees' rights to engage in lawful, off-duty conduct, TNBC will not accept the risk that substance abuse by employees may cause or contribute to accidents or other job performance problems. Accordingly, TNBC has adopted this drug and alcohol free workplace policy.

For purposes of this policy, "illegal substance" means any drug which (a) is not legally obtainable, or (b) is legally obtainable but has not been legally obtained, or (c) has been legally obtained but is being sold or distributed unlawfully. The term includes prescribed drugs not legally obtained and prescribed drugs not being used for the prescribed purposes. "Legal drug" means any drug, including any prescription drug or over-the-counter drug, that has been legally obtained and that is not unlawfully sold or distributed.

TNBC strictly prohibits the use, possession, transfer, sale, manufacture, or distribution of alcohol or illegal substances while on TNBC property. Additionally, employees must not report for work, conduct any TNBC business, or be on TNBC premises while under the influence of or impaired by alcohol or an illegal substance.

TNBC also prohibits the abuse of any legal drug and working while impaired by a

legal drug whenever such impairment might: (a) endanger the safety of the employee or some other person; (b) pose a risk of significant damage to TNBC property or equipment; or (c) substantially interfere with the employee's job performance or the efficient operation of TNBC business or equipment. Nothing in this policy is intended to diminish our commitment to employ and reasonably accommodate qualified disabled individuals, where required by applicable law.

Any employee who violates this policy is subject to discipline, up to and including immediate discharge, even for a first violation. TNBC may also bring the matter to the attention of appropriate law enforcement authorities.

Notwithstanding this policy, TNBC will make reasonable accommodations for employees with disabilities who need to take prescription medication. Employees in need of such accommodation should follow the process outlined in the Disability Accommodation policy.

2.22. Prohibited Conduct: The following is a list of conduct that is prohibited and will not be tolerated by TNBC. This is not an exhaustive list. TNBC reserves the right to define conduct that is inappropriate or prohibited in the workplace.

- 2.22.1. Falsification of employment records, employment information or other TNBC records.
- 2.22.2. Recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any time card, either your own or another's.
- 2.22.3. Theft, deliberate or careless damage of any TNBC property or the property of any employee or customer.
- 2.22.4. Provoking a fight or fighting during working hours or on TNBC property.
- 2.22.5. Participating in horseplay or practical jokes on TNBC time or on TNBC premises.
- 2.22.6. Carrying firearms or any other dangerous weapons on TNBC premises at any time unless specifically authorized by the Executive Director.
- 2.22.7. Consuming, possessing or being under the influence of alcohol and/or illegal drugs during working hours or at any time on TNBC property.
- 2.22.8. Deliberate destruction of any TNBC property or the property of any employee or customer.
- 2.22.9. Insubordination, including but not limited to, failure or refusal to obey the orders or instructions of management, or

the use of abusive or threatening language toward a member of management.

- 2.22.10. Unreported absence of three scheduled workdays.
- 2.22.11. Unauthorized use of TNBC equipment, time, materials, facilities or the TNBC name.
- 2.22.12. Sleeping or malingering on the job.
- 2.22.13. Failure to observe working schedules, including rest and lunch periods.
- 2.22.14. Engaging in criminal conduct whether or not related to job performance.
- 2.22.15. Causing, creating or participating in a disruption of any kind during working hours or on TNBC property.
- 2.22.16. Soliciting other employees for membership, funds or other similar activity in connection with any outside organization during your working time or the working time of the employee solicited.
- 2.22.17. Distributing unauthorized literature or written or printed material in work areas.
- 2.22.18. Failure to timely notify management when unable to report to work.
- 2.22.19. Failure to obtain permission to leave work for any reason during normal working hours by a nonexempt employee.
- 2.22.20. Abuse of paid sick leave.
- 2.22.21. Removing or borrowing TNBC property without prior authorization.
- 2.22.22. Making or accepting excessive personal telephone calls during working hours. In a case of an emergency, exceptions will be made.
- 2.22.23. Failure to provide a physician's certificate when requested or required to do so.
- 2.22.24. Wearing unprofessional or inappropriate styles of dress or hair while working.
- 2.22.25. Using profane or abusive language at any time on TNBC premises.

- 2.22.26. Violation of any safety, health, security or TNBC rules.
- 2.22.27. Working overtime without authorization or refusing to work assigned overtime.
- 2.22.28. Committing a fraudulent act or a breach of trust under any circumstance where related to work performance.
- 2.22.29. Violation of TNBC property policy.
- 2.22.30. Violence or threats of violence in the workplace. Do not joke about violence in the workplace; all statements will be taken seriously.

The above list of prohibited conduct is not intended to be exhaustive, but is meant to be illustrative. Although discipline may apply for a violation of any of the above rules, it in no way limits or alters the at-will status of all employees. In addition, TNBC reserves the right to determine the appropriate level of discipline for any improper conduct, which can range from an oral counseling to termination in TNBC's discretion.

2.23. References: When responding to requests for references from prospective employers, TNBC will only disclose dates of employment held with TNBC and the title of the last position held.

Section 3.0: Administration Policies

3.1. Observance of Philosophy & Policy: TNBC reserves the right to require employees to adhere to the basic philosophies and policies as set forth by the Board. TNBC's name, premises and office facilities shall not be used by any employee for partisan political purposes. The Executive Director and **President Chair are** the official spokespersons for TNBC. This responsibility may be delegated to designated staff members by the Executive Director or **President Chair regarding** specific matters. An individual employee may not assume the role of spokesperson for TNBC without prior authorization.

3.2. Confidential Information: By virtue of their employment, TNBC employees may be **entrusted with** ~~privy to~~ confidential information regarding TNBC, its business dealings, **strategic plans**, and future endeavors. Information of a confidential nature is not to be discussed outside of staff, **shared with third parties**, or copied without approval from the Executive Director except that information which is required for public availability under federal and state laws. TNBC especially considers real estate matters and related information to be confidential. As a result, employees should treat all real estate information with confidence. If you have any question whether certain information is confidential, please err on the side of caution and seek guidance from the Executive Director **or Senior Management**. TNBC will make information publicly available where required by applicable federal and state laws. **The decision of** which information to make publicly available will be made by the Executive Director.

3.3. Public Relations: Because TNBC is a service organization, good public relations must be maintained by all employees. Staff members are expected to project a courteous and businesslike manner at all times **when performing work tasks or when acting on behalf of TNBC**.

3.4. Information: Requests for information must be handled in a prompt, efficient, accurate and comprehensive manner. If staff members do not have access to the requested information in existing TNBC resources, the individual making the request is to be directed to the appropriate resource, person or agency as best possible. Visitors are to be given prompt and courteous assistance.

3.5. Solicitation/Distribution of Literature: In order to maintain and promote efficient operations, discipline and security, TNBC has established rules applicable to all employees which govern solicitation, distribution of written material and entry onto the premises and work areas. All employees are expected to comply strictly with these rules.

These rules will be strictly enforced. Any employee who is in doubt concerning the application of these rules should consult with the Executive Director immediately.

- 3.5.1. No employee shall solicit or promote support for any cause or organization during his or her working time or during the

working time of the employee or employees at whom such activity is directed.

3.5.2. No employee shall distribute or circulate any written or printed material in work areas at any time, or during his or her working time or during the working time of the employee or employees at whom such activity is directed.

3.5.3. No employee shall enter or remain on TNBC premises for any purpose except to report for, be present during, and conclude his or her work shift, with the exception of pre-approval by Executive Director or Senior Management.

3.5.4. Under no circumstances will non-employees be permitted to solicit or distribute written material for any purpose on TNBC's premises.

3.6. Meetings:

3.6.1. Agenda: Agendas should be developed for each TNBC meeting. Each committee member who attends should receive a copy of the agenda.

3.6.2. Minutes: Minutes of committee meetings are to be written within 72 hours following the meeting if at all possible. Copies are to be provided for the committee file, committee members and the Executive Director. Minutes are to be written in a complete but concise manner and are to include the time and place of the meeting, indicate which committee members were present, action taken, assignments made to individuals, and the date, place and time of the committee's next scheduled meeting if available.

3.7. Correspondence: Correspondence pertaining to policies of TNBC's general program is to be signed by the Executive Director. Routine letters should be signed by the staff member writing the letter.

3.8. Debts and Obligations: No debt or obligation may be incurred by any committee, officer, employee or agent of the organization without prior written authorization by the Executive Director or a designated representative of the Executive Director. Any employee who charges expenditures to TNBC without authorization may be personally responsible for the charges to the extent allowed by applicable law.

3.9. Supplies and Services:

3.9.1. Approval: Prior approval for all but routine purchases by staff members must be obtained from the Executive Director or Senior Management.

- 3.9.2. Inventory: The Executive Director or Senior Management is to maintain, or cause to be maintained, an inventory and a storage area for all supplies.
- 3.9.3. Usage: The responsible and economical use of all office materials is requested.
- 3.9.4. Vendors: All vendors are to be referred to the Executive Director if deemed to be important.

3.10. Mail Processing:

- 3.10.1. Outgoing: Employees should note the appropriate class postage in the upper right-hand corner of the envelope and are responsible for making sure that the mail gets deposited in the mail box at the end of a work day.
- 3.10.2. Incoming: Incoming mail will be opened and stamp dated with the date it was received. Any mail marked *Personal & Confidential* will be date stamped on the envelope and not opened.
- 3.10.3. Express Delivery/Courier: All packages to be delivered by either an express delivery service or courier should be distributed to the employee it is addressed to.

3.11. Telephone Procedure: Phone conversations are to be businesslike and as brief as possible. Callers requesting a particular staff member are not to be kept waiting longer than one minute. If the staff member is unavailable within that time, the call should be sent to the staff member's voice mail box, or a "call back" message is to be taken and promptly delivered.

Long distance calls are to be made ~~used~~ only when essential for business-related matters.

3.12. Personal Appointments: Non-emergency personal appointments should not be made during working hours unless absolutely necessary. If it is necessary, vacation time can be used for personal appointments by nonexempt employees upon approval of the Executive Director or Senior Management.

3.13. TNBC Property: Desks, storage areas, work areas, file cabinets, credenzas, computer systems, telephones, modems, facsimile machines and duplicating machines are TNBC's property (or that of its landlord) and must be maintained according to this policy. All such areas and items must be kept clean and are to be used only for work purposes, except as provided in this policy. TNBC reserves the right, at all times, and without prior notice, to inspect and search any and all TNBC property for the purpose of determining whether this policy or any other TNBC policy has been violated, or whether such inspection and investigation is necessary for purposes of promoting safety in the workplace or compliance with

state and federal laws. Such inspections may be conducted during or after business hours and in the presence or absence of the employee. Because TNBC may inspect property at any time for business-related reasons, employees should not have an expectation of privacy with respect to any property or other information contained on or within TNBC's property.

TNBC's computer systems and other technical resources, including any voice mail or E-mail systems, are provided for use in the pursuit of TNBC's business and are to be reviewed, monitored and used only in that pursuit, except as provided in this policy. As a result, computer data, voice mail and E-mail are readily available to numerous persons. If, during the course of your employment, you perform or transmit work on TNBC's computer systems or other technical resources, your work may be subject to the investigation, search and review of others in accordance with this policy. In addition, any electronically stored communications that you either send to or receive from others may be retrieved and reviewed. Because TNBC's electronic systems are subject to inspection by TNBC at any time, employees should not have an expectation ~~of~~ for privacy of any information contained thereon.

Employees of TNBC are otherwise permitted to use TNBC's equipment for occasional, non-TNBC purposes with permission from the Executive Director or Senior Management. Nevertheless, the employee has no right of privacy as to any information or file maintained in or on TNBC's property or transmitted or stored through TNBC's computer systems, voice mail, E-mail or other technical resources. For purposes of inspecting, investigating or searching employee's computerized files or transmissions, voice mail or E-mail, TNBC may override any applicable passwords or codes in accordance with the best interests of TNBC, its employees, or its clients, customers or visitors. All bills and other documentation related to the use of TNBC equipment or property are the property of TNBC and may be reviewed and used for purposes that TNBC considers appropriate.

Employees may access only files or programs, whether computerized or not, that they have permission to enter. Unauthorized review, duplication, dissemination, removal, damage or alteration of files, passwords, computer systems or programs, or other property of TNBC, or improper use of information obtained by authorized means, may result in disciplinary action, up to and including termination.

3.14. Social Media: Employees' online comments or postings can impact TNBC and the working environment of all employees. In general, what employees do on their own time is their own business. However, activities that affect your job performance, the job performance of others, or TNBC's legitimate interests are a proper focus for this policy. Therefore, TNBC has adopted the following guidelines that employees must observe when participating in social networking sites. Only employees with prior Executive Director or Senior Management approval may post on behalf of the Conservancy. It shall be considered a breach of conduct to post on any public or private website or other forum, including but not limited to discussion lists, newsgroups, blogs or other such information

sharing sites, social media sites, social or business networking sites such as LinkedIn, Facebook or Instagram, chat rooms telephone-based communications or any other electronic or print communication format, any of the following:

~~Anything that may harm the goodwill or reputation of the Conservancy or any disparaging information about the Conservancy.~~

- 3.14.1. Anything disparaging, discriminatory or harassing information concerning any contractor, employee or other person associated with the Conservancy. The Conservancy's policy prohibiting harassment and discrimination applies online as well as offline.
- 3.14.2. Any confidential information or intellectual property of the Conservancy obtained during your employment, including information related to finances, research, contractors, operational methods, plans and policies.
- 3.14.3. Any private information relating to a contractor, employee or other person associated with the Conservancy that you acquired by virtue of your employment with TNBC.

These guidelines apply regardless of where or when employees post or communicate information online. It applies to posting and online activity at work, home or other location and while on or off duty. Employees who violate the social media guidelines will be subject to disciplinary action, up to and including termination.

Section 4.0: Employee Benefits

TNBC provides employment-related benefits to certain eligible employees. The eligibility requirements are set forth in the individual policies below and in any summary plan descriptions. Note that TNBC will provide legally required benefits to all employees, regardless of the number of hours worked. TNBC reserves the right to add, delete or change any TNBC benefit without prior notice.

4.1. Insurance:

- 4.1.1. **Group Insurance:** Currently TNBC has group medical plans available to employees. TNBC covers 90 percent of the monthly premiums for its employees and 50 percent of the premiums for spouse and / or eligible dependents. Employees' dependents may be added to the policy if the insurance carrier permits and at 50 percent of the covered employee's expense (by way of payroll deduction). Employees are eligible for participation for coverage in these benefits after thirty (30) days of employment have been completed. All regular employees (full-time and part-time) are eligible for group insurance benefits, as long as they are regularly scheduled to work 30 hours or more each week and as long as they satisfy any other prerequisites for coverage established by TNBC's group health providers.
- 4.1.2. **Dental and Vision Reimbursement Program:** TNBC provides eligible employees with reimbursement (up to a maximum amount) for certain dental and/or vision expenses incurred personally by the employee. All regular employees (full-time and part-time) are eligible for participation in this reimbursement program, as long as they are regularly scheduled to work 30 hours or more each week. For more details, as well as the applicable limits and requirements, please see TNBC's Dental & Vision Reimbursement Program.
- 4.1.3. **Workers' Compensation Insurance:** TNBC provides Workers' Compensation Insurance at no cost to all employees for any job-related injury or illness that prevents an employee from working. If a work injury or illness occurs, employees are covered by Workers' Compensation Insurance which provides eligible employees with a variety of benefits for work-related injuries.

Every occupational injury or illness, no matter how slight, must be reported to the Executive Director or Senior Management as soon as it occurs. The Executive Director or Senior Management will explain what steps should be taken.

- 4.1.4. State Disability Insurance: State Disability Insurance is designed to provide payment of a percentage of an employee's wages if he/she is unable to work due to pregnancy or non-work related injury. For eligible employees, benefits are payable after the seventh day of the illness or injury, unless the employee is hospitalized, in which case benefits begin on the first day.
- 4.1.5. Paid Family Leave Benefits. Eligible employees may be entitled to up to six weeks of Paid Family Leave benefits (PFL) within a twelve-month period. Like State Disability Insurance, PFL wage replacement benefits are paid by the state and are financed from mandatory payroll tax deductions from all employees' wages. This benefit partially covers lost wages when an employee is absent from work to care for a seriously ill child, spouse, parent, or domestic partner or to bond with a new child. An employee must use up to two weeks of earned but unused vacation benefits prior to the employee's initial receipt of PFL benefits. Eligibility for wage replacement benefits through PFL does not entitle an employee to a leave of absence under any TNBC policy or to guaranteed reinstatement.
- 4.1.6. Social Security: Employees of TNBC are covered under the Federal Social Security Law and TNBC is required to withhold a prescribed amount from employee wages each pay period for social security retirement benefits. The amount withheld from employee wages is matched by an equal amount TNBC contributes.

4.2. Vacation: TNBC provides regular full-time nonexempt and exempt employees with paid vacation time, so that they may enjoy periodic breaks of rest and relaxation away from their normal work duties. Part-time and temporary employees do not earn paid vacation. Employees on unpaid leaves of absence do not accrue vacation time.

Regular full-time nonexempt employees and exempt employees earn vacation in accordance with the following policy:

In the first through fifth years of continuous employment, regular full-time nonexempt and exempt employees at TNBC accrue vacation time at a rate which results in 10 days (75 hours) of paid vacation per year. Vacation is earned on a pro-rata basis at a rate of 6.25 hours per month.

In the sixth and following years of continuous employment, regular full-time nonexempt and exempt employees at TNBC accrue vacation time at the rate which results in 15 days (112.5 hours) of paid vacation per year. Vacation is earned on a pro-rata basis at a rate of 9.375 hours per month.

TNBC encourages employees to take vacation on an annual basis. Earned vacation accrues to a maximum of ~~150~~ 170 hours for each employee. After an employee earns ~~150~~ 170 hours of accrued vacation, no additional vacation time will be earned until accrued vacation time is used.

Employees must schedule their vacation with the Executive Director or Senior Management to insure that there are no conflicting vacations. Vacations will be scheduled on a first come, first serve basis at a time mutually agreeable to the employee and TNBC. The Executive Director or Senior Management will strive to accommodate an employee's vacation request; however, if more than one employee requests the same vacation at the same time and it is not feasible to grant all requests, the employee with the most seniority with TNBC will be granted their request first.

Accrued vacation shall be taken or paid for upon termination or resignation.

4.3. Holidays: TNBC provides the following paid holidays to regular full-time employees, and the TNBC office is closed on the following holidays. Unless otherwise specified, the TNBC office is closed for the entire day:

New Year's Day, Presidents' Birthday, Good Friday 12:00 noon, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day following Thanksgiving Day, Christmas Eve 12:00 noon and Christmas Day.

Employees will be advised from year to year of changes in the holiday schedule. In addition to the above holidays, employees will be allowed four (4) personal floater holidays which may be taken to extend by one day any of the above-named holidays (no more than one personal floater may be attached to each holiday), or to observe other national or religious holidays upon approval of the Executive Director or Senior Management. Employees cannot schedule these holidays at their discretion, but must take them within the parameters specified in this policy. Moreover, these holidays are not treated like vacation, do not carry over from one calendar year to the next, and will not be paid for upon termination.

When a specified holiday observed by TNBC falls on a Saturday, the preceding Friday will normally be designated as the day of observation; and if the holiday falls on a Sunday, the following Monday will normally be designated as the day of observation. In all cases, TNBC will, in its sole discretion, make the determination.

4.4. Sick Leave: All ~~Regular full-time nonexempt employees and exempt~~ employees are allowed ten (10) days paid sick leave every calendar year. Sick leave can be used during times of illness or injury and also to accommodate personal medical appointments. Exempt employees should report only full days of absence due to illness.

4.4.1. No more than ten (10) days sick leave shall be allowed to accrue at any time. ~~Sick leave must be approved by the Executive Director.~~ There is no payout of the unused sick

leave at the conclusion of employment. ~~If sick leave is not approved, it will not be paid.~~

4.4.2. Sick leave must be documented on the employee's leave record and be kept on file. Once an employee has used three days (or 24 hours) of sick leave in one calendar year, TNBC may require satisfactory evidence of an employee's illness or disability before additional sick leave will be approved. ~~A doctor's verification may be required~~ When accrued sick leave is exhausted, accrued vacation may be used with Executive Director or Senior Management approval; however, approval to use accrued vacation is not necessary if the employee is on an approved medical leave of absence. Payment of sick leave will be forfeited if any abuse of sick leave privileges by misrepresentation or falsification occurs, except for the first three (3) days or 24 hours of sick leave take in any given calendar year.

4.4.3. **Reasons for Leave:** Leave under this policy may be used in connection with the diagnosis, care or treatment for an existing health condition or preventive care for the employee. Leave under this policy may also be used for employees who are the victims of domestic violence, sexual assault or stalking, in order to obtain medical care or seek other assistance. Additionally, employees may use up to a maximum of one-half their yearly sick leave accrual (i.e., five days) to obtain preventive care for or attend to an illness of the employee's immediate family member. "Family member" for purposes of this policy includes spouses, registered domestic partners, children (regardless of age), parents (including step-parents and parents-in-law), grandparents, and siblings. ~~of a child, parent, spouse, or domestic partner of the employee or the child of the employee's domestic partner. Sick leave must be accrued before it may be used.~~

4.4.4. **Procedure for Requesting and Using Leave Time:** Employees taking sick leave under this policy should advise their immediate supervisor of the need for leave and provide as much advance notice of upcoming leave as possible.

4.4.5. **Tracking Leave Time:** TNBC continuously tracks leave entitlement. Employees paychecks or TNBC generated statement report the current amount of accrued paid sick leave available as of the payroll period ending date.

4.5. **Retirement:** TNBC may have in place from time to time a simplified employee pension plan (SEP-IRA). This defined contribution plan covers all

employees of TNBC who are at least 21 years old. Under the plan, TNBC makes contributions into an individual retirement account beginning on completion of their sixth (6th) month of service. You may see the Executive Director or Senior Management for more information.

4.6. Leave of Absence: TNBC may grant leaves of absence without pay to employees in certain circumstances. It is important to request any leave in writing as far in advance as possible, to keep in touch with the Executive Director or Senior Management during your leave, and to give prompt notice if there is any change in your return date. If your leave expires and you have not contacted the Executive Director or Senior Management, it will be assumed that you do not plan to return and you have voluntarily terminated your employment. If you are unwilling or unable to return to work at the conclusion of any approved leave, your employment will be terminated. In all cases, TNBC will abide by its obligation to provide reasonable accommodation to all qualified individuals with disabilities. If you need leave arising out of a disability, TNBC will treat it as a request for accommodation.

4.7. Pregnancy Leaves of Absence: TNBC provides pregnancy disability leaves of absence without pay to eligible employees who are temporarily unable to work due to a disability related to pregnancy, childbirth, or related medical conditions. Employees who are affected by pregnancy or a related medical condition are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and can be reasonably accommodated. Where transfers are made based on the employee's health needs, the employee will receive the pay that accompanies the alternative position.

Procedures for Requesting Leave: Employees should make requests for pregnancy disability leave to the Executive Director or Senior Management at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events. A health care provider's statement must be submitted verifying the need for pregnancy disability leave and stating:

- 4.7.1. The date on which the employee became disabled due to pregnancy, childbirth or related medical condition or the date on which the need for a transfer became medically advisable;
- 4.7.2. The probable duration of the period or periods of disability or the need for transfer; and
- 4.7.3. A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons, or that the transfer is medically advisable.

Re-certification may be required if the employee requests an extension beyond

the original certification. Any changes in this information contained in the health care provider's statement should be promptly reported to TNBC.

Length of Leave: Full-time employees are normally granted unpaid leave for the period of the disability, up to a maximum of ~~four months~~ or 17 1/3 weeks. Part-time employees are granted unpaid leave on a pro-rata basis. The pregnancy disability leave does not need to be taken in one continuous period of time, but can be taken on an as-needed basis. In other words, leave may be taken intermittently or on a reduced work schedule when determined medically advisable by the employee's health care provider. The smallest increment of time that can be used for such leave is one-quarter hour. TNBC may transfer the employee to an alternative position or alter the existing job to accommodate intermittent leave or a reduced work schedule. In this case, the employee will receive the same pay and benefits of her regular position.

Compensation During Leave: An employee taking pregnancy leave must substitute all accrued sick leave before continuing on an unpaid basis. The employee may substitute all accrued paid vacation before continuing leave on an unpaid basis. Any substituted paid leave time will be counted toward the 17 1/3-week entitlement.

Benefits During Leave: Employees on unpaid leave will not continue to accrue vacation time and will not be paid for holidays during the leave. Health benefits shall continue in effect for the duration of leave under the same terms and conditions that normally apply. If an employee contributes to the monthly cost of health benefits, then the employee must continue to pay her share during leave (either by payroll deduction during periods of paid leave or by separate payment during periods of unpaid leave). Employees on leave should discuss this with the Executive Director or Senior Management and make appropriate arrangements.

Return to Work: So that an employee's return to work can be properly scheduled, an employee on pregnancy disability leave is requested to provide the Executive Director or Senior Management with at least two weeks' advance notice of the date she intends to return to work. When a pregnancy disability leave ends, an employee will be reinstated to her original position with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on Pregnancy Leave would have been laid off had she not gone on leave, or if the employee's position has been eliminated during the leave and there is no comparable position available, then the employee would not be entitled to reinstatement. An employee's use of Pregnancy Leave will not result in the loss of any employment benefit that the employee earned or was entitled to before the leave.

Doctor's Certificate: Employees returning from pregnancy disability leave must submit a health care provider's verification of their fitness to return to work as a condition of returning to active employment.

Failure to Return: If an employee fails to report to work promptly at the end of

the pregnancy disability leave, TNBC will assume that the employee has voluntarily resigned.

4.8. Medical Leaves of Absence: An unpaid medical leave of absence may be granted for non-work related temporary medical disabilities for up to four months with a doctor's written certificate of disability. Requests for leave should be made in writing as far in advance as possible. If you are granted a medical leave, ~~TNBC will pay you sick pay for the period of time equivalent to your accumulated sick pay earned.~~ you are required to use your accrued sick leave. You may also use any paid vacation time previously accrued. If an employee does not have or exhausts all available paid time off, the remainder of the approved leave will be unpaid.

A medical leave begins on the first day your doctor certifies you are unable to work and ends when your doctor certifies you are able to return to work or after a total of four months of leave, whichever occurs first. TNBC will attempt to return an employee to his or her former position at the conclusion of the leave of absence if the position remains available. Unless otherwise required by law, TNBC has no obligation to hold an employee's position or to guarantee reinstatement.

4.9. Workers' Compensation Leave: If you are temporarily totally disabled due to a work-related illness or injury, you will be placed on workers' compensation leave. The duration of your leave will and the availability of reinstatement depend upon the rate of your recovery and the business needs of the TNBC.

4.10. Personal Leave of Absence: A personal leave of absence without pay may be granted at the discretion of TNBC. Requests for personal leave should be limited to unusual circumstances requiring an absence of longer than two weeks (i.e., more than ten working days). Approved personal absences of shorter duration are not normally treated as leaves, but rather as excused absences without pay.

A personal leave of absence can affect your medical benefit plan coverage, if such coverage is currently offered and available from TNBC. Ask the Executive Director or Senior Management for information.

It is understood that any employee using such leave will not obtain other employment or apply for unemployment insurance while you are on a leave of absence. Acceptance of other employment while on leave will be treated as a voluntary resignation from employment at TNBC.

4.11. Military Leave of Absence: TNBC provides military leaves of absence to employees who serve in the uniformed services as required by the Uniformed Services Employment and Reemployment Rights Act of 1994 and applicable state laws. Leave is available for active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty and for examinations to determine fitness for any such duty.

Total military leave time taken may not exceed five years during employment, except in special circumstances.

Advance notice of leave is required. Please inform the Executive Director or Senior Management of anticipated military leave time as far in advance as possible. Accrued vacation will be paid during military leave at your request and health plan coverage continuance can be arranged for up to 18 months during military leave if required premium payments are made by you and if TNBC has a plan in place at the time.

As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in termination of employment.

4.12. Funeral or Bereavement Leave of Absence: In the event of the death of your current spouse, domestic partner, child, parent, legal guardian, brother, sister, grandparent, grandchild or mother-, father-, sister-, brother-, son- or daughter-in-law (of a spouse or a domestic partner), you may take up to three consecutive scheduled workdays off with pay with the approval of the Executive Director or Senior Management.

4.13. Jury Duty/Subpoenaed Witness: Nonexempt employees ~~who have completed their introductory period~~ will receive their regular rate of pay (up to but not exceeding ten days per year) while they actually are serving on jury duty, provided they give advance notice, receive Executive Director or Senior Management approval, provide daily evidence of service, reimburse TNBC for whatever remuneration is received from the court for jury duty, and return to work whenever they are excused or released early. Both state and federal law prohibit employers from discriminating, in any manner, against employees who serve on jury duty.

Unless a nonexempt employee is subpoenaed in a case involving TNBC, the employee will not be paid when subpoenaed to appear as a witness. Employees may request witness fees and mileage from the party subpoenaing their appearance.

Exempt employees will be paid for jury duty/subpoenaed witness testimony to the extent required by applicable law to maintain their exempt status.

4.14. Other Leaves: TNBC provides eligible employees with all other types of leave where required by applicable law. If you need leave for a reason that is not addressed by this handbook, please see the Executive Director or Senior Management. TNBC will evaluate the request and advise you whether you are eligible for leave.

4.15. Other Benefits: TNBC provides access to the Employee Assistance Program (EAP), which offers many programs and services at no cost to the employee. Services are subject to change but may include counseling services, work life services, legal, or elder and child care referrals.

4.16. Administration of Benefits: All of the employee benefit programs at TNBC are administered by TNBC or its designated administrators. TNBC reserves to itself and its administrators the exclusive authority and discretion to determine all issues of eligibility and all questions of interpretation and administration of each benefit program.

Section 5.0: Arbitration

READ THIS AGREEMENT CAREFULLY BEFORE YOU SIGN THE DUPLICATE COPY. THEN RETURN THE DUPLICATE TO THE EXECUTIVE DIRECTOR OR SENIOR MANAGEMENT FOR RETENTION IN YOUR PERSONNEL FILE.

MUTUAL AGREEMENT TO ARBITRATE

5.1. **General.** Unless excepted by this Agreement or applicable law, any controversy, dispute, or claim arising out of your employment with TNBC will be decided by binding arbitration. The parties and the arbitrator shall be bound by and follow the American Arbitration Association's National Rules for Resolution of Employment Disputes.

5.2. **Scope of Agreement.** Except with respect to seeking injunctive relief to prevent irreparable harm or specific performance and except for claims not covered below, this agreement to arbitrate covers all grievances, disputes, claims, or causes of action (collectively, "claims"), arising out of the employment, termination of employment, or any claim of discrimination or unlawful harassment of any kind that you may have against TNBC or its officers, directors, employees, or agents. Except as provided above, this agreement also covers any claims that TNBC may have against you arising out of the employment relationship.

5.2.1. **Covered Claims.** The claims covered by this agreement to arbitrate include, but are not limited to, claims for breach of any contract or covenant (express or implied); tort claims; claims for discrimination (including, but not limited to, race, sex, sexual harassment, or any type of unlawful harassment, religion, national origin, age, marital status, medical condition, disability, or sexual orientation); claims for violation of any federal, state, or other governmental law, statute, regulation, or ordinance, including, but not limited to, all claims arising under Title VII of the Civil Rights Act of 1969, the Age Discrimination Act of 1967, the Americans With Disabilities Act, the California Fair Employment and Housing Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, or Employee Retirement Income Security Act.

5.2.2. **Claims Not Covered.** Claims not covered by this agreement to arbitrate are wage and hour claims under the Labor Code, claims for workers' compensation or unemployment compensation benefits, claims for specific performance or injunctive relief premised on irreparable harm, or other claims found not subject to mandatory arbitration by governing law.

5.3. **Notice of Claim.** The aggrieved party must give written notice of any claim to the other party within ~~one (1) year of the date the aggrieved party first has the knowledge of the event giving rise to the claim; otherwise, the claim shall be void and deemed waived even if there is a federal or state statute of limitations that would have given more time to pursue the claim.~~ the statute of limitations applicable to the underlying claim(s). Written notice of your claim must be sent to TNBC's Executive Director. Written notice of TNBC's claim must be sent to your last known address. The written notice shall identify and describe the nature of all claims asserted and detail the facts upon which such claims are based.

5.4. **Governing Law.** The Arbitrator shall apply the substantive law of California, or federal law, or both, as applicable to the claim(s) asserted. The California Rules of Evidence shall apply. The Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable. The Arbitrator shall provide the parties with a written decision explaining his or her findings and conclusions. The Arbitrator's decision as to the substantive law and otherwise, shall be final and binding upon the parties, except as provided in this Agreement.

5.5. **Motions.** The Arbitrator shall have jurisdiction to hear and rule on pre-hearing disputes and is authorized to hold pre-hearing conferences by telephone or in person as the Arbitrator deems necessary. The Arbitrator shall have the authority to entertain a motion to dismiss and/or a motion for summary judgment by any party and shall apply the standards governing such motions under the California Code of Civil Procedure.

5.6. **Discovery.** The laws of the State of California regarding discovery practices, as limited by this agreement, shall be applied to the arbitration. Each party shall have the right to take the deposition of one individual and any expert witness designated by another party. Each party shall also have the right to make requests for production of documents, requests for admissions, and special interrogatories to any party, according to the laws of the State of California regarding such forms of discovery. Additional discovery may be had only where the Arbitrator selected according to this Agreement so orders, upon a showing of substantial need. At least fifteen (15) calendar days before the arbitration, the parties must exchange lists of witnesses (not including witnesses to be used for impeachment purposes), including any experts, and copies of exhibits intended to be used at the arbitration.

5.7. **Arbitration Fees.** TNBC shall be responsible to pay for the arbitration and the Arbitrator's fees, except that the employee shall be obligated to pay the filing fee if employee initiates the claim (up to a maximum of \$500). Each party shall pay for its own costs and attorney fees, if any, incurred for the arbitration proceedings.

5.8. **Confidentiality.** The parties agree to maintain in absolute confidence the final results of the arbitration dispute and shall not divulge or release to any member of the general public the results of the arbitration dispute whether resolved by decision of the Arbitrator after hearing or by voluntary dismissal or by negotiated settlement, except as California law provides for confirmation, correction, or vacation of the award pursuant to California Code of Civil Procedure section 1285 et seq.

5.9. **Damages.** The Arbitrator shall have the authority to order any legal and equitable remedy that would be available in a civil or administrative action on the claim(s). The prevailing party shall be entitled to the same measure of damages available under the law governing the claims resolved through the arbitration process.

5.10. **Compelling Arbitration/Enforcing Award.** Either party may bring an action in court to compel arbitration under this agreement and to enforce an arbitration award.

5.11. **Waiver of Right to Jury Trial.** The parties understand and fully agree that by entering into this Agreement providing for binding arbitration they are giving up their constitutional right to have a trial by jury, and are giving up their normal rights of appeal following the rendering of a decision except as California law provides for judicial review of arbitration proceedings. The parties anticipate that by entering this agreement to arbitrate, they will gain the benefits of a speedy, impartial, dispute resolution procedure.

_____ Employee Initial

_____ TNBC Representative Initial

5.12. **Term of Agreement.** This agreement to arbitrate shall survive the termination of Employee's employment. It can only be revoked or modified by a writing signed by the parties that specifically states an intent to revoke or modify this agreement.

5.13. **Severability.** If any provision of this agreement to arbitrate is adjudged to be void or otherwise unenforceable, in whole or in part, such adjudication shall not affect the validity of the remainder of this agreement to arbitrate.

THE NATOMAS BASIN CONSERVANCY

Dated: _____

By: _____

John Roberts
Executive Director

Dated: _____

By: _____

EMPLOYEE

The Natomas Basin Conservancy

I have received my copy of the The Natomas Basin Conservancy's (TNBC) Employee Handbook which was adopted by TNBC's Board of Directors on December 3, 2003. I have read the Handbook, understand it, and agree to abide by the provisions therein.

I understand that employment at TNBC is employment at-will which may be terminated at the will of either the TNBC or me with or without cause and with or without notice at any time. I understand that nothing in the Employee Handbook ~~Personnel Guide~~ creates, or is intended to create, a promise or representation of continued employment. I further understand that other than the Executive Director of TNBC, no manager, supervisor or representative of the TNBC has any authority to enter into any agreement for employment for any specified period of time or to make any agreement for employment other than at-will. Only the Executive Director of TNBC has the authority to make any such agreement and then only in writing.

My signature below certifies that I agree to the employment at-will relationship and agree to be bound by the terms and conditions of employment stated in this Employee ~~Personnel~~ Handbook, including arbitration of termination disputes as set forth herein.

Employee Signature

Date