



EMPLOYEE HANDBOOK

Adopted by the Conservancy Board of Directors on September 1, 1999.
Conservancy Board of Directors Approved Revisions: February 4, 2004, June 7,
2006, October 2, 2013, December 3, 2014, December 7, 2016, October 4, 2017,
August 7, 2019, August 05, 2020, December 2, 2020, [April 7, 2021](#).

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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 ~~provision 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, whether during or after the introductory period.
- 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 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 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 mailing address and phone number.
- 2.4.6. Name, address and phone number of person to be notified in case of emergency.
- 2.4.7. Employees who are required to drive in the course and scope of their employment with TNBC must provide proof of auto insurance with coverage limits acceptable to TNBC at the commencement of 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 disabilities that are necessary to comply with all applicable disability discrimination laws for the known physical or mental disability 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:

- 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;
- 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.

TNBC does not tolerate any type of harassment on any protected basis.

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.

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. If a worker believes that he or she has been harassed or discriminated or retaliated against, the worker is required to immediately do the following:

- 2.7.6. Provide a written or oral complaint to the Executive Director immediately 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.
- 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>.

2.8. Employee Injury and Illness Prevention Program (“IIPP”): TNBC is firmly committed to maintaining a safe and healthful working environment, both in its office environment and in the mitigation land.

2.8.1. Implementation and Enforcement: The Executive Director is responsible for implementing and enforcing TNBC’s safety program, while every employee is responsible for safety in the work environment.

2.8.2. Periodic Inspections: The Executive Director will periodically inspect TNBC’s office location and all mitigation land to identify any unsafe conditions and work practices. The purpose of these inspections is to find, eliminate, or control safety and health hazards as well as identify unsafe working conditions/practices. Maintaining a safe working environment – both inside the office and on mitigation land – requires the participation of all employees.

- 2.8.3. Reports: Please report any unsafe or hazardous condition to the Executive Director immediately. Employees should feel comfortable reporting any concerns without fear of reprisal. If an employee is at all concerned about reporting any safety concerns, employees could do so anonymously by written notice. In case of an accident involving personal injury, regardless of how serious, please notify the Executive Director 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.
- 2.8.4. Expectation of Employees: To achieve TNBC's goal of providing a completely safe workplace, everyone must be safety conscious. Employees are expected to comply with safe and healthful work practices at all times. Employees are subject to discipline for failure to observe safe work practices and/or for failing to follow the terms of this program.
- 2.8.5. Remedies: If any unsafe condition or practice is identified, every effort will be made to remedy problems as quickly as possible.
- 2.8.6. COVID-19 Plan: In compliance with Cal/OSHA requirements, the Conservancy has developed a specific plan for addressing COVID-19 in the workplace. This plan is included as Appendix A & B of this Handbook.

2.9. Heat Illness Prevention Plan: As part of this IIPP, TNBC adheres to a heat illness prevention plan ("the Plan"). This Plan applies to field employees who work in outdoor areas. At present, TNBC has one field employee (a Field Services Assistant), who is responsible for maintaining and managing all aspects of TNBC's habitat land, including vegetation and wildlife. This work requires the Field Services Assistant to travel to numerous locations and work outside in a variety of conditions. The Field Services Assistant is expected to adhere to the requirements of this Plan in order to prevent heat-related illness.

- 2.9.1. Water: TNBC encourages employees to drink water frequently, especially during times of intense heat. Given the nature of the field work for TNBC (which requires the Field Services Assistant to travel, on his own, to different areas within the mitigation lands), the Field Services Assistant should obtain a sufficient supply of drinking water at the commencement of each working day. TNBC will supply, upon request, fresh, pure, and suitable cool water at its

office. Alternatively, the Field Services Assistant can obtain drinking water from another source if that is more convenient. From whatever source chosen, the Field Services Assistant should acquire enough water to ensure that he can drink at least one quart of water each working hour of his shift. If the Field Services Assistant needs any assistance in obtaining drinking water, he should advise the Executive Director, who will ensure that drinking water in a sufficient amount is provided.

- 2.9.2. High Heat Procedures: During times of intense heat (when the temperature outside is 95 degrees Fahrenheit or higher), TNBC will have regular communication with the Field Services Assistant while he is working solo in the field (by cell phone, radio, or text message). The Field Services Assistant should keep the Executive Director apprised of the employee's work location and any possible signs of heat illness.
- 2.9.3. Shade: TNBC encourages the Field Services Assistant to take cool-down rests in the shade whenever needed to protect from overheating. Within the mitigation lands, there are ample shaded areas available to rest comfortably. If the Field Services Assistant experiences any adverse heat-related symptoms, the Field Services Assistant should remain in the shade and drink some cool water until any signs or symptoms have abated. He should also notify the Executive Director, so that the situation can be assessed and remotely monitored.
- 2.9.4. Emergency Response Procedures. If the Field Services Assistant experiences any signs of severe heat illness (which include decreased level of consciousness, staggering, vomiting, disorientation, irrational behavior, incoherent speech), the Field Services Assistant should immediately call 911 for emergency assistance. After placing that call, the employee should find and remain in the shade and drink cool water. After taking those steps, the Field Services Assistant should contact the Executive Director to report the situation.
- 2.9.5. Commitment to Safety. TNBC is firmly committed to providing all employees with a safe working environment. This Plan is designed for the unique nature of TNBC's work environment in the mitigation lands and the Field Services Assistant's independent/solo work. If the Field Services Assistant feels the need for any additional protective measures beyond those listed here, the Field Services Assistant should advise the Executive Director immediately.

TNBC will take any necessary steps to provide a safe working environment consistent with all applicable requirements.

2.10. 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.

2.11. 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:

2.12.1. Lunch Periods: All non-exempt employees are authorized and permitted 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 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 Senior Management. Employees are relieved of all duty during lunch periods and are not expected to perform any work tasks.

2.12.2. 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.

2.12. Workday/Workweek: TNBC pays nonexempt employees based on a seven and one-half (7¹/₂) 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 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. Hours worked will be paid the overtime rate when work hours exceed eight (8) in one day or forty (40) regular hours in one workweek.

2.13. 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.

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

2.15. 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.

2.16. 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 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.

2.17. 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 from the Senior Management.

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

2.18. 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).

2.19. Employee Reimbursement: Before incurring any business-related expenses, employees should obtain the pre-approval of the Executive Director. Upon approval in advance by the 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 for approval and for payment processing.

2.20. 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.

2.21. 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 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.

2.22. Drug and Alcohol-Free Workplace and Drug Testing: 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 defined as illegal under state or federal law, 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. The term "illegal substance" also includes marijuana, as it is considered an illegal substance under federal law. Even though California law may have legalized the usage/possession of marijuana, it is still prohibited by federal law and by this TNBC workplace policy. "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.

“Reasonable suspicion” means: observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol, such as slurred speech, impaired vision, odor, and an unsteady gait; a pattern of abnormal conduct or erratic behavior; arrest or conviction for a drug-related offense, or the identification of a member as the focus of a criminal investigation into illegal drug possession, use, trafficking and/or distribution; information about the use of illegal drugs, the abuse of legal drugs or on-duty use of alcohol provided by a reliable and credible source; or, newly discovered evidence that the member tampered with a previous drug or alcohol test.

Drug testing will be required in the following instances: (1) pre-employment for all those provided with a conditional offer of employment; and (2) based on “reasonable suspicion.” If the Executive Director or other Senior Management has reasonable suspicion that an employee on duty may be under the influence of or impaired by alcohol or an illegal drug, then the employee may be directed to submit to a drug and alcohol test. The member shall proceed immediately to submit to the testing.

The drug screening shall be conducted by a drug testing clinic certified by the National Institute on Drug Abuse (NIDA) as selected by TNBC. The drug screening examination shall be conducted by urinalysis by a qualified and competent NIDA-certified laboratory. Any positive finding of an illegal drug shall be confirmed by gas chromatography/mass spectrometry or another accurate confirmation test before any report of a positive drug screening result to TNBC. The collection of urine specimens shall be done in a professional manner and in such a way as to assure a proper and documented chain of custody, including proper identification, labeling and handling of test specimens. Medical personnel shall not observe the act of urination itself. In connection with the drug screening examination, the employee shall be asked to list those legal drugs that he or she has consumed in the recent past.

If the drug screening examination results are positive for the presence of an illegal drug or alcohol, then the drug testing clinic shall report this finding to TNBC. If the drug or alcohol test results are positive, then the member shall be in violation of this policy and subject to discipline as provided below.

Any violation of this policy may result in discipline, up to and including dismissal, depending on the circumstances. In lieu of discipline, the Executive Director also may, in the Executive Director's discretion, allow an employee who violates this policy to voluntarily participate in and satisfactorily complete a drug or alcohol abuse assistance, rehabilitation or counseling program at the employee's own expense. If an employee refuses to cooperate with and complete the alternative program, then the Executive Director shall impose appropriate discipline. The first violation of this policy likely will result in immediate discharge whenever the prohibited conduct: (i) caused serious injury to the member or any other person, or, in the opinion of the Executive Director, unreasonably endangered the safety of the member or any other person; (ii) resulted in significant damage to TNBC property or equipment, or, in the opinion of the Executive Director, posed a risk of significant damage; or (iii) involved the sale or manufacture of illegal drugs.

An employee who is convicted under a federal or state criminal drug statute relating to any conduct prohibited by this policy will be deemed to have violated this policy. Employees shall notify the Executive Director of any conviction under a criminal drug statute. Upon receiving notice of a conviction of a member for any such violation, TNBC shall either (i) take appropriate disciplinary action in accordance with this policy, and/or (ii) provide for the employee to participate in and satisfactorily complete a drug abuse assistance, rehabilitation, or counseling program.

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.

2.23. 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.

- 2.24.1. Falsification of employment records, employment information or other TNBC records.
- 2.24.2. Recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any timecard, either your own or another's.

- 2.24.3. Theft, deliberate or careless damage of any TNBC property or the property of any employee or customer.
- 2.24.4. Provoking a fight or fighting during working hours or on TNBC property.
- 2.24.5. Participating in horseplay or practical jokes on TNBC time or on TNBC premises.
- 2.24.6. Carrying firearms or any other dangerous weapons on TNBC premises at any time unless specifically authorized by the Executive Director.
- 2.24.7. Consuming, possessing or being under the influence of alcohol and/or illegal drugs during working hours or at any time on TNBC property.
- 2.24.8. Deliberate destruction of any TNBC property or the property of any employee or customer.
- 2.24.9. 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.
- 2.24.10. Unreported absence of three scheduled workdays.
- 2.24.11. Unauthorized use of TNBC equipment, time, materials, facilities or the TNBC name.
- 2.24.12. Sleeping or malingering on the job.
- 2.24.13. Failure to observe working schedules, including rest and lunch periods.
- 2.24.14. Engaging in criminal conduct whether or not related to job performance.
- 2.24.15. Causing, creating or participating in a disruption of any kind during working hours or on TNBC property.
- 2.24.16. 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.
- 2.24.17. Distributing unauthorized literature or written or printed material in work areas.

- 2.24.18. Failure to timely notify management when unable to report to work.
- 2.24.19. Failure to obtain permission to leave work for any reason during normal working hours by a nonexempt employee.
- 2.24.20. Abuse of paid sick leave.
- 2.24.21. Removing or borrowing TNBC property without prior authorization.
- 2.24.22. Making or accepting excessive personal telephone calls during working hours. In a case of an emergency, exceptions will be made.
- 2.24.23. Failure to provide a physician's certificate when requested or required to do so.
- 2.24.24. Wearing unprofessional or inappropriate styles of dress or hair while working.
- 2.24.25. Using profane or abusive language at any time on TNBC premises.
- 2.24.26. Violation of any safety, health, security or TNBC rules.
- 2.24.27. Working overtime without authorization or refusing to work assigned overtime.
- 2.24.28. Committing a fraudulent act or a breach of trust under any circumstance where related to work performance.
- 2.24.29. Violation of TNBC property policy.
- 2.24.30. 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.

2.24. 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 Chair are the official spokespersons for TNBC. This responsibility may be delegated to designated staff members by the Executive Director or 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 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 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 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 Senior Management.

- 3.9.2. Inventory: The 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 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 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 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:

- 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 on the first of the month 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 Senior Management as soon as it occurs. The 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 170 hours for each employee. After an employee earns 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 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 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 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 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. There is no payout of unused sick leave at the conclusion of employment.

- 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. When accrued, sick leave is exhausted, accrued vacation may be used with 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.
- 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 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 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 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 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 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 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 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, 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.~~

4.8. Family and Medical Leave of Absence

~~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. TNBC provides eligible employees with family medical leave ("Family and Medical Leave") under the California Family Rights Act ("CFRA").~~

Reasons for Leave. Family and Medical Leave may be taken for the birth of the employee's child, the placement of a child with the employee for adoption or foster care, to care for the employee's spouse, domestic partner, child, parent, parent-in-law, grandparent, grandchild, or sibling who has a serious health condition, or for a serious health condition that makes the employee unable to perform his/her job. Leave can also be taken for certain military-related reasons as further detailed below. For purposes of this policy, a "serious health condition" does not include pregnancy or any related medical condition.

Eligibility. To be eligible for Family and Medical Leave, an employee must have at least 12 months of service with TNBC and must have worked at least 1,250 hours during the 12-month period preceding the date the leave is to begin.

Duration. Except as provided below with regard to certain types of military-related leave, employees may take up to a maximum of twelve (12) workweeks of Family and Medical Leave within a 12-month period. TNBC uses a "rolling" 12-month period to determine an employee's eligibility for leave. The 12-month period is measured backward from the date an employee uses any Family and Medical Leave.

Leave may be taken intermittently (in blocks of time or on a reduced-time schedule) if the leave is for the serious health condition of the employee or the employee's family member and if such intermittent leave is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is one-quarter hour.

Any leave taken for the birth, adoption, or foster placement of a child must be taken within one year of the birth or placement of the child with the employee. The minimum duration for leave taken in connection with the birth, adoption, or foster care placement of a child is two weeks, except that TNBC shall grant a request for CFRA leave of less than two weeks on any two occasions during the one year period following the birth or placement of the child with the employee.

Procedures. Please contact the Executive Director as soon as you become aware of the need for Family and Medical Leave. If the leave is for the birth, adoption, or foster placement of a child, or for planned medical treatment for a serious health condition of the employee or family member, the employee must provide at least 30 days' advance notice before the leave is to begin. If 30 days' notice is not possible, notice must be given as soon as practicable. For any planned medical treatment, employees must consult with their supervisor regarding the need for leave and must make a reasonable effort to schedule any treatment so as to minimize disruption of TNBC operations. Actual scheduling is, however, subject to the approval of the patient's health care provider.

If the leave is needed for the employee's own serious health condition, the employee must provide a certification from the health care provider stating:

- i. the date of commencement of the serious health condition;
- ii. the probable duration of the condition;
- iii. that the employee is unable to work at all or is unable to perform any one or more of the essential functions of his/her position because of the employee's serious health condition.

TNBC will require certification by the employee's health care provider that the employee is fit to return to his/her job.

If the leave is needed to care for the serious health condition of a family member, the employee must provide certification from the health care provider stating:

- i. the date of commencement of the serious health condition;
- ii. the probable duration of the condition;
- iii. an estimate of the amount of time that the health care provider believes the employee needs to take in order to care for the child, parent, or spouse; and
- iv. confirmation that the serious health condition warrants the participation of the employee.

Recertification may be required if the employee requests an extension beyond the original certification.

Compensation.

- 4.8.1 While receiving wage replacement benefits. For any period of time that an employee is eligible for and receiving any type of wage replacement benefits (i.e., disability benefits, SDI, PFL, and/or workers' compensation benefits), the employee is not required to

use accrued sick leave or vacation in connection with his or her Family and Medical Leave. The employee may, however, choose to supplement these forms of wage-replacement payments with accrued paid leave on a pro rata basis, so long as the employee's pay does not exceed their normal wage. Should an employee desire to supplement SDI benefits with accrued sick and/or vacation leave, TNBC will integrate benefits with paid leave.

4.8.2 While on otherwise unpaid leave. If an employee is on Family and Medical Leave for his or her own serious health condition and is not receiving any wage replacement benefits from another source, the employee must use any available sick leave and vacation during the leave. (See Pregnancy Disability Leave policy for rule applicable to employees disabled by pregnancy). If an employee is on Family and Medical Leave to care for a family member or bond with a new baby (and is not receiving paid parental leave), the employee must use all available vacation during the leave and, at the employee's choice, may use available sick leave. Once all sick leave and vacation is exhausted (or if the employee has the choice and elects not to use it), Family and Medical Leave will continue on an unpaid basis for the remainder (if any) of the available 12-weeks. Any family and medical leave, whether paid, unpaid, or a combination thereof, will be counted toward the 12-week leave entitlement. During any period of unpaid leave, employees will not continue to accrue sick leave, vacation, or any other forms of paid time off and will not be paid for holidays that occur during the leave.

Benefits. An employee taking Family and Medical Leave will be allowed to continue participating in any health and welfare benefit plans in which he/she was enrolled before the first day of the leave (for up to a maximum of 12 workweeks) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. TNBC will continue to make the same premium contribution as if the employee had continued working, and the employee is expected to continue to pay his or her share of the monthly premiums (either by way of payroll deduction during any period of paid leave or by way of separate payment to TNBC). The continued participation in health benefits begins on the date leave first begins. Employees are eligible for a maximum of 12-weeks benefits continuation during any 12-month period, unless otherwise required by law. If leave lasts longer than 12 weeks and if the law does not otherwise require benefits to be continued, then the employee will be placed on COBRA and can opt for continued coverage at his or her own expense. An employee who does not return from leave may be required, under certain circumstances provided by the law, to reimburse TNBC for any employee contributions paid by TNBC while the employee was on unpaid leave.

Servicemember Family and Medical Leave. Eligible employees are entitled to "Servicemember Family and Medical Leave" in the following instances.

4.8.4 Military-Related Leave. Eligible employees with a spouse, domestic partner, child, or parent on active duty or called to active duty in the armed forces of the United States may take up to the normal 12 weeks of leave because of any "qualifying exigency." For purposes of this policy, "qualifying exigency" includes: (1) short-notice deployment; (2) military events and related activities; (3) childcare and school activities; (4) finance and legal arrangements; (5) counseling; (6) rest and recuperation; (7) post-deployment activities; and (8) additional activities agreed to by the employer and the employee.

4.8.5 Military Caregiver Leave. An eligible employee who is the spouse, domestic partner, son, daughter, parent, or next-of-kin of a covered servicemember may take up to 26 weeks of leave within a twelve-month period to care for such a servicemember with a serious injury or illness incurred in the line of active duty. This leave entitlement applies on a per-covered servicemember, per injury basis. Leave to care for an injured or ill servicemember – when combined with other CFRA-qualifying leave – may not exceed 26 weeks in a single 12-month period.

4.8.6 Amount of Leave.

- a. For a qualifying exigency, an employee is entitled to a maximum of 12 weeks leave (when combined with leave for any other qualifying reason) in accordance with the rolling 12-month period measured backward.
- b. To care for an ill or injured servicemember, an eligible employee is entitled to a combined total of 26 weeks of leave for any CFRA-qualifying reason during the single 12-month period that starts when the leave begins. During this 12-month period, an employee is entitled to no more than 12 weeks of leave for any qualifying reason other than caring for a servicemember.

4.8.7 Other Military Leave Entitlements. TNBC also complies with any applicable leave entitlements provided by any state or local law. Where allowed, military leave under this policy runs concurrently with these other leaves.

4.8.8 Procedures. Please contact the Executive Director as soon as you become aware of the need for any type of servicemember Family Medical Leave. Except in the case of exigency leave for short-notice deployment, TNBC requires certification of the need for leave.

Reinstatement. Upon return from a Family and Medical Leave, an employee will be reinstated to his/her original position or to an equivalent 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 Family and Medical Leave would have been laid off had he/she not gone on leave, or if the employee's position has been eliminated during the leave, then the employee would not be entitled to reinstatement. An employee's use of Family and Medical Leave will not result in the loss of any employment benefit that the employee earned or was entitled to before the leave.

As stated above, when an employee takes leave on account of the employee's own serious health condition, TNBC requires certification, prior to reinstatement, by the employee's health care provider that the employee is fit to return to his/her job.

If an employee fails to report to work promptly at the end of the Family and Medical Leave and fails to obtain approval for an additional personal leave of absence, TNBC will treat the failure to return as a voluntary resignation.

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 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 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 Senior Management.

4.13. Jury Duty/Subpoenaed Witness: Nonexempt employees 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 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 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 SENIOR MANAGEMENT FOR RETENTION IN YOUR PERSONNEL FILE.

MUTUAL AGREEMENT TO ARBITRATE

5.1. **General.** Provided you voluntarily agree to this provision, and 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. You are not required, as a condition of your employment, to consent to this agreement. Instead, you may opt not to sign this agreement.

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 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

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The Natomas Basin Conservancy

I have received my copy of The Natomas Basin Conservancy's (TNBC) Employee Handbook which was adopted by TNBC's Board of Directors on ~~August 7, 2019~~ April , 2021. 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 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 Handbook, ~~including arbitration of termination disputes as set forth herein~~.

Employee Signature

Date

APPENDIX A - Supplement to IIPP

COVID-19 Response Plan

In compliance with Cal/OSHA requirements, this Appendix, as a supplement to TNBC's IIPP, addresses TNBC's plan for addressing COVID-19 in the workplace ("Plan"). Under the IIPP hazard assessment requirements, it has been determined that exposure to COVID-19 virus is a potential hazard in TNBC's workplace. Therefore, infection control measures as directed in the Cal/OSHA mandatory guidance have been developed and implemented. TNBC is committed to maintaining a safe and secure workplace and recognizes the need to formulate good risk management practices based on the evolving circumstances of the COVID-19 pandemic. The strategies and practices outlined in this Plan are intended to comply with Cal/OSHA guidance and are designed to support the protection of employees and the general public by minimizing the risk of exposure. This Plan can be updated by the Executive Director based on directives from Cal/OSHA or other authorities regarding workplace safety. It is TNBC's intent to maintain a safe workplace and to implement any requirements or precautions deemed necessary and/or advisable for employee safety.

1. Responsibilities:

Executive Director: The Executive Director or an assigned designee has the authority and responsibility for:

- implementing the infection control measures as outlined in this Plan;
- ensuring the outlined sanitation and disinfection efforts are conducted;
- conducting regular inventories to ensure all needed supplies and personal protective equipment are available;
- making certain COVID-19 protocols and training are conducted, by providing this Plan to all employees and ensuring any questions are answered.

Senior Management: Senior Management is responsible for implementing and maintaining the infection control measures in their work areas. They are responsible for answering employee questions and setting a good example by following the guidance in this policy.

Employees: All employees are responsible for understanding and following the infection control measures and for asking questions when direction is unclear. Employees are expected to report any unsafe conditions to their supervisor.

2. Compliance: TNBC's primary goal is to prevent the spread of COVID-19

and protect employees. All employees are required to strictly adhere to all the outlined infection control measures in this policy. TNBC's compliance measures include, but are not limited to, the following:

- Informing employees of these requirements
- Training all employees on the infection control measures
- Enforcing the requirements in this policy, which may include but not be limited to disciplinary action

3. Communication: All employees will be trained on the infection control measures contained in this Plan. TNBC's communication system encourages all employees to inform the Executive Director or any member of Senior Management of any unsafe working conditions without fear of reprisal. Employees can report COVID-19 specific or any workplace hazards anonymously, if they choose. TNBC will abide by the following communication standards:

- Symptoms: Employees are expected to report to TNBC COVID-19 symptoms (as described below in section 4.1), possible COVID-19 exposures, and possible COVID-19 hazards at the workplace.
- Possible COVID-19 Exposure: Employees are expected to report to TNBC possible exposure to COVID-19 (whether that exposure occurs in the workplace or outside the workplace), so that TNBC can take appropriate action to ensure the safety of others in the workplace.
- Possible COVID-19 Hazards: TNBC encourages employee participation in the identification and evaluation of COVID-19 hazards. Employees are expected to report to TNBC possible COVID-19 hazards at the workplace.
- Accommodation: If an employee has a medical or other condition that puts them at increased risk of severe COVID-19 illness, the employee can request an accommodation. TNBC will promptly consider the request, interact with the employee about it, and take all reasonable measures for accommodation.

4. Hazard Assessment and Infection Control Measures: The IIPP regulation requires TNBC to conduct a hazard assessment to identify, evaluate, and implement control measures whenever TNBC is made aware of a new or previously unrecognized hazard. It has been determined that exposure to the COVID-19 virus is a potential hazard in TNBC's workplace. Therefore, infection control measures and communication standards are included in this policy.

4.1 Infection Control Measures.

Identification of Illness:

- Employees should evaluate themselves for signs/symptoms of COVID-19 before coming to work. These symptoms include a cough, fever of 100.4 degrees Fahrenheit or higher, shortness of breath or difficulty breathing, chills, fatigue, muscle or body aches, headache, sore throat, new loss of taste or smell, congestion or runny nose, nausea or vomiting, or diarrhea. Employees should stay home if they are experiencing any of these symptoms or are otherwise not feeling well.
- If an employee should have any of these symptoms when they arrive at work or experience any of these symptoms during the workday, the employee should alert the Executive Director and/or Senior Management, minimize contact with others, and go home. If the employee needs assistance with transportation, the employee should alert the Executive Director, who will take all appropriate steps to minimize the employee's contact with others and help arrange transportation either home or to a healthcare facility.
- Employees who are ill with a fever or acute respiratory symptoms (frequent cough and difficulty breathing) are encouraged to seek medical advice and inquire about obtaining a COVID-19 test. Employees should not return to work until both of the following occur:
 - At least three full days pass with no fever (without the use of fever-reducing medications) and no acute respiratory illness symptoms; and
 - At least 10 days pass since the symptoms first appeared.
- After an employee returns to work, the employee should promptly report any recurrence of symptoms.

Physical Distancing:

- Employee work areas shall be appropriately distanced from each other. Employees will not share their work area or use any other employee's designated workspace or equipment (i.e., computer, telephone, keyboard, and mouse). If any equipment is used, proper disinfecting should occur.
- Employees are expected to practice physical distancing by maintaining a minimum of six feet of distance from others in the workplace.
- In-person meetings should be avoided whenever possible. Video or telephonic meetings should be used as an alternative.

- Employees should not congregate anywhere in TNBC’s worksite, whether in offices or the break room.
- Employees are encouraged to telework whenever possible.

Face Coverings / Masks:

- Employees are expected to comply with the California Department of Public Health’s requirement to wear face coverings. A “face covering” is a material that covers the nose and mouth. It can be secured to the head with ties or straps or simply wrapped around the lower face. It can be made of a variety of materials, such as cotton, silk, or linen. A cloth face covering may be factory-made or sewn by hand or can be improvised from household items such as scarfs, T-shirts, sweatshirts, or towels.
- Face coverings are required when employees are engaged in work, when:
 - Interacting in-person with any member of the public;
 - Working in any space visited by members of the public, regardless of whether anyone from the public is present at the time;
 - Working in or walking through common areas, such as hallways, stairways, elevators, and parking facilities;
 - In any room or enclosed area where other people (except for members of the person’s own household or residence) are present when unable to physically distance.
 - Wherever required by local health orders or by orders from the CDPH.
- An employee can bring his or her own face covering to use while at work. If a face covering is needed, the employee should advise the Executive Director, who will ensure that a face covering is provided for employee use.
- The following are exceptions to the face covering requirement:
 - When an employee is alone in a room with a closed door
 - While eating and drinking at the workplace, provided employees are at least six feet apart and outside air

supply to the area, if indoors, has been maximized to the extent possible

- Employees wearing respiratory protection in accordance with applicable safety orders
- Employees who cannot wear face coverings due to a medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing-impaired person

Hygiene / Cleaning and Disinfection:

- Frequently touched services (i.e., doorknobs, light switches, and cabinet/drawer) handles will be wiped down frequently throughout the workday with disinfectant.
- The copy machine/scanner and printer should be wiped down after every use by the user. Disinfectant will be provided in the copier area.
- Hand sanitizer is provided in TNBC office for employee use, and all are encouraged to use it frequently. Any employee performing work in the field will be provided with hand sanitizer and is expected to use it frequently.
- Soap, water, and paper towels are provided in TNBC offices for frequent handwashing. Employees are encouraged to wash hands frequently. Employees should wash hands with soap and water for at least 20 seconds after interacting with other persons and after contacting shared surfaces or objects. Employees should avoid touching eyes, nose, and mouth with unwashed hands.

General Office Practices.

- Employees shall avoid sharing equipment, including phones, headsets, desks, keyboards, writing instruments, and tools. When it is not feasible to prevent sharing, sharing shall be minimized and such items and equipment shall be disinfected between uses by different people.
- Communal food and beverages will not be provided by TNBC. No food should be shared with or served to others. Employees should avoid sharing personal items with co-workers (i.e., dishes, cups, utensils, towels).

- The refrigerator, microwave, and coffee pot housed in TNBC's break room if used are to be thoroughly disinfected by employee.
- Food may be consumed at the employee's desk or in available break room seating, as long as social distancing of 6 feet is maintained at all times. The employee must thoroughly disinfect the area after eating. All food/food containers and utensils must be taken home at the end of each day.

4.2 **Janitorial Service.** TNBC's offices will continue to be cleaned in accordance with standard practice, and additional cleaning will be conducted in common areas (including restrooms, elevators, stairways, handrails, counters, and seating).

5. **Hazard Identification and Correction.**

Any reported COVID-19 related unsafe or unhealthy work conditions, practices, or procedures will be investigated and, if warranted, corrected in a timely manner. TNBC will also monitor workplace conditions and will implement any necessary controls or measures in order to reduce identified hazards.

6. **Confirmed Cases of Employee Exposure to COVID-19**

6.1 **Investigation and Response:** If TNBC employee or contractor who has performed work in TNBC office is confirmed to have a COVID-19 infection, the following investigating and responding measures will take place:

- TNBC will determine the day and time the individual with a positive case of COVID-19 was last present in the workplace; to the extent possible, TNBC will also confirm the date of the positive COVID-19 test and/or diagnosis, and the date the individual first had one or more COVID-19 symptoms, if any were experienced.
- TNBC will inform all employees and independent contractors who may have been exposed and who were present at the workplace of the confirmed case.
- TNBC will determine who may have had COVID-19 exposure. This requires an evaluation of the activities of the COVID-19 case and all locations at the workplace which may have been visited by the COVID-19 case during the high-risk exposure period. TNBC will engage in efforts to determine the extent of exposure to others in the workplace. For those individuals believed to have had close personal contact with the infected

individual (defined as exposure closer than 6 feet for a cumulative total of more than 15 minutes during any 24-hour period), those individuals will be notified and advised to seek guidance from their healthcare provider. When providing these notifications, TNBC will maintain confidentiality of all individuals as required by applicable law. For purposes of this policy, the “high-risk exposure period” means:

- (1) for persons who develop COVID-19 symptoms: from two days before they first develop symptoms until 10 day after symptoms first appeared, and 24 hours have passed with no fever, without the use of fever-reducing medications, and symptoms have improved; or
- (2) for persons who test positive who never develop COVID-19 symptoms: from two days before until ten days after the specimen for their first positive test for COVID-19 was collected.
- Any employee with close personal contact with a confirmed case of COVID-19 is expected to notify TNBC of such exposure. That employee will also be advised not report to work for a period of 14 days (during which time remote work will be provided, if possible).

6.2 **Cleaning and Sanitation:**

- Temporarily close the general area where the infected employee worked, as well as any other areas determined necessary, until appropriate cleaning is completed.
- Conduct deep cleaning of the entire general area where the infected employee worked and may have been, including breakrooms, restrooms, common areas, and equipment, with a cleaning agent approved for use against COVID-19.
- Any person cleaning the area will be equipped with the proper PPE for COVID-19 disinfection (consisting of the following or additional as warranted, disposable gown, gloves, eye protection, mask) in addition to PPE required for cleaning products.

- **6.3 Testing:** TNBC will offer COVID-19 testing at no cost to employees during their working hours to all employees who had potential COVID-19 exposure in the workplace.

6.4 **Reporting:**

- TNBC will abide by all applicable reporting obligations (i.e., to the local health department, the California Department of Public Health, the National Institute for Occupational Safety and Health, or as otherwise required by law.

6.5 **Excluded from Workplace:**

- TNBC will ensure that an individual with a positive COVID-case is excluded from the workplace until the return to work requirements listed below are met.
- TNBC shall exclude employees who have been exposed to COVID-19 from the workplace for 14 days after the last known COVID-19 exposure to a COVID-19 case.

6.6 **Return to Work:**

- COVID-19 cases with COVID-19 symptoms shall not return to work until:
 - At least 24 hours have passed since a fever of 100.4 or higher has resolved without the use of fever-reducing medications;
 - COVID-19 symptoms have improved; and
 - At least 10 days have passed since COVID-19 symptoms first appeared.
- COVID-19 cases who tested positive but never developed COVID-19 symptoms shall not return to work until a minimum of 10 days have passed since the date of specimen collection of their first positive COVID-19 test.
- A negative COVID-19 test is not required for an employee to return to work.
- If an order to isolate or quarantine an employee is issued by a local or state health official, the employee shall not return to work until the period of isolation or quarantine is completed or the order is lifted. If no period was specified, then the period shall be 10 days from the time the order to isolate was effective, or 14 days from the time the order to quarantine was effective.

7. Reporting.

- If an employee has any questions or concerns about workplace safety and health, the employee should contact the Executive Director.
- Employees have a right to raise workplace safety and health concerns without fear of retribution or retaliation. TNBC is committed to ensuring that no adverse or retaliatory action is taken against an employee who adheres to the guidelines in this Plan or raises, in good faith, workplace safety and health concerns.

8. Benefits.

TNBC abides by all applicable requirements to provide paid leave and other benefits to eligible employee. Information about COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws is available in Appendix B of this Policy.

APPENDIX B

Temporary Expansion of Leave Provisions—COVID-19

In accordance with the Federal Families First Coronavirus Response Act (“the Act”), and subject to the monetary caps in the Act, The Natomas Basin Conservancy (“TNBC”) has implemented the following emergency provisions in addition to TNBC’s current leave policies:

Emergency Paid Sick Leave

Eligibility: Full-time employees (regardless of the employee’s duration of employment prior to leave) will be entitled to use up to 80 hours of Emergency Paid Sick Leave (“EPSL”). Part-time employees will receive a pro-rated benefit based on the average hours worked in a two-week period (calculated in accordance with the six-month period immediately preceding the effective date of this policy).

Permissible Uses of EPSL: EPSL can be used only for the following allowable reasons:

- 1) — The employee is subject to a Federal, State or local quarantine or isolation order related to COVID-19;
- 2) — The employee has been advised by a health care provider to self-isolate due to concerns related to COVID-19;
- 3) — The employee is seeking to obtain a diagnosis because the employee is exhibiting symptoms of COVID-19;
- 4) — The employee is caring for an individual who is subject to an order (as described in 1) or has been advised to self-quarantine (as described in 2); or
- 5) — The employee is caring for a minor child whose school or place of care has been closed or made unavailable due to the COVID-19 precautions.

Compensation/Rate of Pay: The applicable rate of pay that the employee eligible for EPSL will receive is dependent on the reason for the leave. For leave taken for reasons 1-3 above, the employee’s full regular rate of pay applies. For reasons 4 or 5, the employee will receive pay at 2/3 the employee’s regular rate. EPSL benefits expire on December 31, 2020, and such leave benefit will not carry over to the following year. No accrued but unused EPSL benefits will be paid out in cash—either during or upon termination of employment.

Emergency Family and Medical Leave Expansion Act (EFMLA)

Eligibility: Due to the size of TNBC (less than 50 employees), no TNBC employees are eligible for leave under the regular provisions of FMLA. However, any employee who has worked for TNBC for at least 30 days (prior to the first day of requested leave) may be eligible for COVID-related emergency FMLA leave.

Reason for EFMLA: An eligible employee may take up to 12 weeks of job-protected leave if the employee is unable to work or telework due to a need to care for the employee's minor child because the child's school or place of care has closed (including if the childcare provider is unavailable) due to a public health emergency. TNBC is interpreting this new benefit to also apply to employees who stand *in loco parentis* to a minor child so affected.

Compensation/Rate of Pay: The first fourteen days of EFMLA leave are unpaid, although an employee on such leave may apply any available EPSL benefit described above to that period. An employee may also apply any other accrued paid leave once EPSL is exhausted or to supplement the EPSL benefit being applied. After the first fourteen working days of EFMLA, TNBC will pay employees at two-thirds the employee's regular rate for the number of hours the employee would otherwise be normally scheduled (full-time at 40 hours, part-time in accordance with the average number of hours the employee was scheduled per day in the preceding six months). Again, an employee may apply any other available accrued paid leave to supplement the EFMLA benefit.

Duration of Leave: Leave can be provided, on a full-time or intermittent basis, up to the employee's full allotment of leave for the allowable reason.

Reinstatement: Upon return from EFMLA leave, an employee will be reinstated to his/her original position, if the position held by the employee still exists. If the position held does not exist due to economic conditions or other changes in operating conditions caused by the public health emergency, reinstatement may not be available. In that case, TNBC will make reasonable efforts to restore the employee to an equivalent position. If reinstatement at the conclusion of leave is not available, the employer will reasonably attempt to contact the employee if an equivalent position becomes available within one year of the date the need for leave concludes or 12 weeks after the employee's leave commences (whichever is earlier).

Effective Date and Expiration — These emergency provisions (EPSL and EFMLA) become effective on the date the Act becomes effective and will remain in effect until December 31, 2020.