

# PLIOCENE RIDGE CSD

## EMPLOYEE/VOLUNTEER HANDBOOK



Adopted August 20, 2020

## **WELCOME**

This Handbook is designed to be an introduction to Pliocene Ridge Community Services District (PRCSD) and to acquaint you with the District's policies. These policies are based on principles of honesty, integrity and fair play. As a mostly all-volunteer organization the district does still have to comply with employment laws when the fire fighters are getting paid, usually on mutual aid calls with the Forest Service.

We hope you will read this Handbook carefully, and refer to it periodically, however, if you have further questions, feel free to ask your supervisor for assistance. This Handbook supersedes all prior Employee Manuals or Handbooks.

Please understand that the statements contained in this Handbook are guidelines for employees concerning some of PRCSD's policies and benefits, and are not intended to create any contractual or other legal obligations or to alter the at-will nature of your employment with the District. Nothing in this handbook is intended to limit employees' rights to engage in protected conduct, including lawful discussions of wages, hours and working conditions.

PRCSD may modify or rescind any policies, practices or benefits described in this Handbook, other than the employment at-will policy, at any time without prior notice.

## **HIRING**

This District is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the best available persons in every job. District policy prohibits unlawful discrimination based on race, color, creed, sex/gender (including pregnancy, childbirth, breastfeeding or related medical conditions), sexual orientation, gender identity, gender expression, transgender, military or veteran status, religion (including religious dress and grooming practices), physical or mental disability, pregnancy, marital/registered domestic partner status, age, national origin, physical or mental disability, medical condition or ancestry, or any other consideration made unlawful by federal, state or local laws. The District also prohibits discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. All such discrimination is unlawful.

The District is committed to complying with all applicable laws providing for equal employment opportunities to individuals regardless of any protected class. Disability, whether physical or mental, does not include current use of illegal drugs under state or federal law. This commitment applies to all persons involved in the operations of the District and prohibits unlawful discrimination by any employee of the District, including supervisors and co-workers.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the District will make reasonable accommodations for known physical or mental disabilities of an otherwise qualified individual with a disability who is an applicant or an employee, unless undue hardship on the operation of the business of the District would result. The terms used herein are used as defined in the federal and state laws governing such discrimination and it is the intent of the District to comply therewith.

### **AT WILL EMPLOYMENT**

Employment at the District is employment at-will. Employment at-will may be terminated with or without cause and with or without notice at any time by the employee or the District. Nothing in this Handbook or in any document or statement shall limit the right to terminate employment at-will. No manager, supervisor or employee of the District 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. Nothing in this at-will statement is intended to interfere with an employee's rights to communicate or work with others toward altering the terms and conditions of his or her employment.

### **NON-HARASSMENT POLICY**

The District is committed to providing a work environment free of unlawful harassment. District policy prohibits sexual harassment and harassment because of any protected status including race, religious creed (including religious dress and grooming practices), color, national origin, ancestry, physical or mental disability, medical condition, marital/registered domestic partner status, age, sexual orientation, gender identity, military or veteran status, religion, sex/gender (including pregnancy, childbirth, breastfeeding or related medical conditions), sex stereotype, gender identity/gender expression/transgender (including whether or not you are transitioning or have transitioned) and sexual orientation or any other basis protected by federal, state or local law or ordinance or regulation. The District also prohibits discrimination, harassment or unprofessional conduct based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. In addition, we prohibit retaliation against individuals who raise complaints of discrimination or harassment or who participate in workplace investigations. All such conduct violates District policy and should be reported.

The District's anti-harassment policy applies to all persons involved in the operation of the District and prohibits unlawful harassment by any employee of the District, including supervisors and co-workers. The District's anti-harassment policy also applies to vendors, customers, independent contractors, unpaid interns, volunteers, persons providing services pursuant to a contract and other persons with whom you come into contact while working.

Prohibited unlawful harassment on the basis of any protected basis includes, but is not limited to, the following behavior:

1. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, comments, posts or messages;
2. Visual conduct such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
3. Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis;
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;
5. Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law or by District policy; and
6. Retaliation for having reported or threatened to report harassment.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of his/her gender can amount to sexual harassment, regardless of whether the treatment is motivated by sexual desire, and regardless of whether the persons share a sex, gender, or other characteristic. Prohibited harassment is not just sexual harassment but harassment based on any protected category.

### **Complaint Process**

If you believe that you have been the subject of harassment, discrimination, retaliation or other prohibited conduct, bring your complaint to the Fire Chief, President or District Administrator as soon as possible after the incident. You can bring your complaint to any of these individuals. Please provide all known details of the incident or incidents, names of individuals involved and names of any witnesses. It would be best to communicate your complaint in writing, but this is not mandatory.

The District encourages all individuals to report any incidents of harassment, discrimination, retaliation or other prohibited conduct forbidden by this policy immediately so that complaints can be quickly and fairly resolved. You also should be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment, discrimination and retaliation in employment. If you think you have been harassed or discriminated against or that you have been retaliated against for resisting, complaining or participating in an investigation, you may file a complaint with the appropriate agency. The nearest office can be found by visiting the agency websites at [www.dfeh.ca.gov](http://www.dfeh.ca.gov) and [www.eeoc.gov](http://www.eeoc.gov).

Supervisors and managers must refer all complaints involving harassment, discrimination, retaliation or other prohibited conduct to the District Chief Executive Officer or the HR Representative so we can try to resolve the complaint. Supervisors and managers are also required to report any behavior they observe which may be a violation of this policy to the Fire Chief. All employees must immediately report any incidents so complaints can be quickly and fairly resolved. Employees are expected to cooperate in an honest manner and to maintain confidentiality during any investigation concerning

allegations of harassment, retaliation or discrimination, to the extent that discussing the allegations or investigation would impact District's ability to fully and fairly conduct a neutral investigation in accordance with this policy

When the District receives allegations of misconduct, it will undertake a fair, timely, thorough and objective investigation of the allegations in accordance with all legal requirements. The District will reach reasonable conclusions based on the evidence collected. The District will maintain confidentiality to the extent possible. However, we cannot promise complete confidentiality. The employer's duty to investigate and take corrective action may require the disclosure of information to individuals with a need to know. Complaints will be:

- Responded to in a timely manner
- Kept confidential to the extent possible
- Investigated impartially by qualified personnel in a timely manner
- Documented and tracked for reasonable progress
- Given appropriate options for remedial action and resolution
- Closed in a timely manner

If the District determines that unlawful harassment, discrimination, retaliation or other prohibited conduct has occurred, effective corrective and remedial action will be taken in accordance with the circumstances involved. Any employee determined by the District to be responsible for unlawful harassment will be subject to appropriate disciplinary action, up to and including termination. Employees should also know that if they engage in unlawful harassment, they can be held personally liable for the misconduct. The District will take appropriate action to deter future misconduct. The District will not retaliate against an employee for filing a good faith complaint or participating in any workplace investigation or complaint process and will not tolerate or permit retaliation by management, employees or co-workers. Any retaliatory actions should be reported to the Fire Chief or the Administrator of the District immediately.

## **ATTENDANCE**

Every employee is expected to attend all fire fighter trainings. It is imperative that all fire fighters and first responders be familiar with the Fire Dept equipment and protocols. Regular attendance at training is the only way to maintain status as an active firefighter.

## **MEAL AND REST PERIODS**

### **Rest Breaks (applies to time on paid calls, volunteers must take rest periods as needed)**

All nonexempt employees are authorized and permitted one (1) paid 10-minute net rest break for every four (4) hours you work (or major fraction thereof, which is defined as any amount of time over two hours). You will be relieved of all duty during your rest break periods. You are free to come and go as you please and are free to leave the premises but you are expected to return to work promptly at the end of any rest break.

A rest break need not be authorized for employees whose total daily work time is less than three and one half (3.5) hours. If you work a shift from three and one-half (3.5) to six (6) hours in length you will be entitled to one (1) ten-minute rest break. If you work more than six (6) hours and up to 10 hours, you will be entitled to two (2) ten-minute rest breaks. If you work more than 10 hours and up to 14 hours, you will be entitled to three (3) ten-minute rest breaks.

Rest breaks should be taken as near the middle of each half of a shift as is practical. Rest periods may be provided for either by shut-down of your assigned area of work, or by a relief man, as determined by your supervisor. Rest periods are paid for by the District.

In addition to rest periods, an employee shall not be required to work during any "recovery period" mandated by any applicable statute, regulation, standard or order of OSHB or Cal/OSHA. "Recovery period" means a cooldown period afforded an employee to prevent heat illness.

### **Meal Periods**

Employees are provided an uninterrupted unpaid meal period of at least 30 minutes when working more than five (5) hours in a workday. You must clock out for your meal period. You will be permitted a reasonable opportunity to take this meal period, and you will be relieved of all duty. During your meal period, you are free to come and go as you please and are free to leave the premises. You are expected to return to work promptly at the end of any meal period.

If your total work period for the day is more than five hours per day but no more than six (6) hours, you may waive the meal period. This cannot be done without the mutual consent of you and your supervisor. You must discuss any such waiver with your supervisor in advance and such a waiver must be in writing.

Your meal period will be provided no later than the end of your fifth hour of work. For example, if you begin work at 8:00 a.m., you must start your meal period by 12:59 p.m. (which is before the end of your fifth hour worked).

*Second Meal Period:* If you work more than 10 hours in a day, you will be provided a second, unpaid meal period of at least 30 minutes. This second meal period will be provided no later than the end of your 10th hour of work. Again, you must clock out for your meal period. You will be permitted a reasonable opportunity to take this second meal period, and you will be relieved of all duty.

Depending on the circumstances, you may be able to waive your second meal period if you took the first meal period and if your total hours worked for the day is no more than 12 hours. This cannot be done without the mutual consent of you and your supervisor and must be in writing. You must discuss any such waiver with your supervisor in advance.

*Recording Meal Periods:* You must clock out for any meal period and record the start and end of the meal period. Employees are not allowed to work "off the clock" or take a "working lunch." All work time must be accurately reported on your time record.

You are ultimately responsible for ensuring such meal and rest periods are taken. If you believe any person has interfered with your ability to take a full, timely, uninterrupted meal period of at least 30 minutes, or with your ability to take 10-minute rest periods without interruptions, you must immediately notify your supervisor or the Human Resources department.

Anytime you skip a meal period that was provided to you (or you work any portion of a provided meal period), you will be required to report to your supervisor and document the reason.

## **OVERTIME**

Qualified volunteers are paid at an overtime rate when responding to paid mutual aid calls with the Forest Service.

## **Mileage**

Any paid mileage must be approved by your Chief in advance and documented. Mileage is reimbursed at the IRS approved rate for the current year.

## **BUSINESS EXPENSE REIMBURSEMENT**

The District will reimburse employees for any business expenses you pay out of pocket; however, the District requires pre-approval by your Chief. Any reimbursement shall be only for that portion of the expense incurred which benefits PRSCD. Business expense reimbursement requests must be accompanied by a receipt.

## STANDARDS OF CONDUCT

The following conduct is prohibited and will subject the employee to disciplinary action by the District. This list of prohibited conduct is illustrative only; other types of conduct injurious to security, personal safety, employee welfare and the District's operations also may be prohibited.

1. Falsification of employment records, employment information or other District records.
2. Recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any time card, either your own or another employee's.
3. Theft, deliberate or careless damage of any District property or the property of any employee or customer.
4. Unauthorized use or removal of District property, equipment, time, materials, or facilities.
5. Provoking a fight or fighting during working hours or on District property.
6. Participating in horseplay or practical jokes on District time or on District premises.
7. Carrying firearms or any other dangerous weapons on District premises at any time.
8. Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of threatening language toward a supervisor or member of management.
9. Using profane or abusive language at any time on District premises.
10. Failure to notify a supervisor when unable to report to work.
11. Unexcused absenteeism.
12. Failure to observe working schedules, including rest and meal periods.
13. Failure to provide a physician's certificate when requested or required to do so.
14. Sleeping or malingering on the job.
15. Discourtesy, including engaging in rude or discourteous conduct toward coworkers, supervisors, or members of management.

16. Disclosing or using confidential or proprietary information without authorization, including release of trade secrets or other confidential information about the District or its customers.
17. Possession, distribution, sale, use, or being under the influence of alcohol or illegal drugs on District's property, on duty or while operating a vehicle or potentially dangerous equipment leased or owned by District.
18. Leaving the job during scheduled work hours, not including meal or rest periods, without authorization.
19. Violating safety or health rules or practices or engaging in conduct that creates a safety or health hazard.
20. Working overtime without authorization or refusing to work assigned overtime.
21. Committing a fraudulent act or a breach of trust under any circumstances.  
Also see district Policy # 3000 Rules of conduct posted on district website.

### **TERMINATION OF EMPLOYMENT**

An employee who voluntarily resigns his/her employment or fails to respond to calls and/or attend trainings when in the response area, will be deemed to have voluntarily terminated his/her employment with the District at the Chief's discretion. All District-owned property must be returned immediately upon termination of employment.

### **DRUG AND ALCOHOL ABUSE**

The District is concerned about the use of drugs and alcohol as it affects the workplace. Use of these substances whether on or off the job can adversely affect an employee's work performance, efficiency, safety and health and therefore seriously impair the employee's value to the District. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the District to the risks of property loss or damage, or injury to other persons. Furthermore, the use of prescription drugs and/or over-the-counter drugs also may affect an employee's job performance and seriously impair the employee's value to the District.

The following rules and standards of conduct apply to all employees either on District property or during the workday (including meals and rest periods). See policy # 3010 for vehicle use procedures. The following are strictly prohibited by the District:

1. Possession or use of or being under the influence of alcohol or marijuana while on the job.
2. Driving a District vehicle while under the influence of alcohol or drugs.

3. Distribution, sale or purchase of an illegal or controlled substance while on the job.
4. Possession or use of an illegal, or controlled substance or being under the influence of an illegal or controlled substance while on the job.

Violation of the above rules and standards of conduct will subject the employee to disciplinary action. The District also may bring the matter to the attention of appropriate law enforcement authorities.

*Post-Accident Testing:* Drug and/or alcohol screening may be required following any serious work-related accident or any violation of safety precautions or standards, whenever there is reason to believe that drugs or alcohol played a role in such accident or violation. Refusal to submit to such screening may result in summary discharge. The District will pay the full cost of any testing requested of an employee, including the reasonable cost of any transportation to and from the designated testing facility. Employees will also be compensated for time spent submitting to drug and alcohol testing required by the District post-employment. The privacy interests of employees and applicants regarding the results of any test conducted pursuant to this policy will be preserved to the full extent required by law.

*Reasonable Suspicion Testing:* Employees may be asked to submit to drug or alcohol testing if management has reasonable suspicion, based on objective factors that the employee possesses or is under the influence of unlawful drugs, including marijuana or alcohol. "Reasonable suspicion" will be based on specific observations such as abnormal coordination, appearance, behavior, speech or breath odor. It can also include work performance, safety or attendance problems. Employees required to submit to drug/alcohol screening will be placed on an unpaid leave of absence pending receipt of the test results. Should the test results be negative, the employee will be compensated for lost wages during the leave of absence.

Confidentiality of test results will be strictly maintained with disclosure being made only to those with a need to know. Failure or refusal to promptly submit to screening will be grounds for termination. All records relating to an employee or applicant's drug or alcohol testing results will remain confidential and maintained separately from the employee's personnel file.

In order to enforce this policy, the District reserves the right to conduct searches of District property or employees and/or their personal property, while on District property, and to implement other measures necessary to deter and detect abuse of this policy.

An employee's conviction on a charge of illegal sale or possession of any controlled substance while off District property will subject the employee to disciplinary action because such conduct, even though off duty, reflects adversely on the District. In addition, the District must keep people who sell or possess controlled substances off the District's premises in order to keep the controlled substances themselves off the premises.

An employee who is using prescription or legal drugs that may impair the employee's ability to safely perform the job, or affect the safety or well-being of others, must notify a supervisor of such use immediately before starting or resuming work.

*Treatment Referral Program:* The District encourages employees who have questions about alcohol and drug use to talk to Human Resources or management in private. We support efforts by our employees to learn more about these issues and to seek help when needed. Safety and personal health starts with each individual, but benefits everyone. The District will refer employees who need information and assistance to treatment programs. It is the responsibility of each employee to seek assistance before drug and alcohol problems lead to disciplinary action.

The employee's decision to seek prior assistance from the employee referral program will not be used as the basis for disciplinary action and will not be used against the employee in any disciplinary proceeding. However, an employee's use of the program will not be a defense to the imposition of disciplinary action where facts proving a violation of this policy are obtained outside of the employee referral program.

**The District is committed to developing a substance abuse awareness program and this is incorporated into the routine training program.**

## **WORK PLACE VIOLENCE PREVENTION POLICY**

PRCSD is proud of its record in preventing workplace violence and maintaining a safe work environment. However, given the increasing violence in society in general, PRCSD has adopted the following policies to deal with any violence that may occur on its premises, and to ensure the safety of its employees.

Do not put yourself in peril. Report all threats of violence both direct and indirect, as soon as possible to your supervisor, or, if he or she cannot be reached, any other supervisor. Be as specific as possible. Report all suspicious individuals or activities to your supervisor or to any other supervisor as soon as possible.

If you hear a violent commotion nearby, do not try to see what is happening. Call 911 immediately and exit the area or premises. Cooperate fully with security, law enforcement and medical personnel that respond to a call for help.

If the District determines that work place violence has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the District to be responsible for workplace violence will be subject to appropriate disciplinary action, up to and including termination.

The District will not retaliate against an employee for filing a good faith complaint and will not tolerate or permit retaliation by management, employees or co-workers.

## **IMPROPER DEALING WITH CUSTOMERS, SUPPLIERS, OR OTHERS**

Employees may not solicit or accept any payments, fees, or consideration from a supplier or vendor that does business with the District. Gifts from a supplier or vendor that does business with the District may only be accepted if management has given you written approval.

## **CONFIDENTIAL INFORMATION**

At the end of this handbook, the employee must sign acknowledging that the employee has read the handbook, received the handbook, and understands that he or she is prohibited from releasing any confidential information gained during or after their employment with PRCSD. During the course of your employment, you may be witness to and receive documents related to medical calls and accidents that are sensitive legal documents. All of the above-stated information is strictly confidential. This information must not be disclosed to anyone outside the District, or to any District employee who is not entitled to the information, either during or after your employment. Confidential information remains confidential after the employee has left the District. Any doubts about the confidentiality of information should be resolved in favor of confidentiality. When the employee signs this handbook, they are agreeing to be bound by the confidential information. Also, they understand that the agreement is a condition of employment.

## **PRIVACY POLICY**

The District reserves the right to search work stations, lockers, desks, District vehicles, lunch boxes, briefcases, purses, coats, toolboxes, and other personal property of employees, and their contents, for illegal drugs, alcohol, weapons, and stolen property, collectively referred to as “contraband”. PRCSD may search all areas, at all times at the employer’s discretion without prior notification. PRCSD will conduct searches only when there is reasonable cause to believe that you have contraband in your possession. However, any contraband in plain view may be confiscated. “Reasonable cause” means facts that would lead a person of reasonable prudence and knowledge to believe that contraband is located on the person or in the area to be searched.

When contraband is not in plain view, but there is reasonable cause to believe that contraband is on District property, the District will ask for your permission to conduct the search. You have no reasonable expectation of privacy in, and may not withhold permission for District searches of, District-supplied containers, including desks, lockers, toolboxes, and District vehicles.

## **HOLIDAYS**

The District has no paid holidays

## **SICK LEAVE**

PRSCD volunteers typically do not book enough paid time to qualify for paid sick leave or other types of paid absence.

## **AMENDMENT**

The provisions of this Handbook and the conditions of employment set out therein may be amended from time to time by the District in its sole discretion. The adoption and promulgation of the provisions of this Handbook do not give rise in any employee of any prospective right or any expectancy of the continuance of any particular provision thereof.

## **ACKNOWLEDGMENT OF RECEIPT**

I have received my copy of the District's employee handbook. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the handbook.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the District. The District reserves the right to change my hours, wages and working conditions at any time. I understand and agree, that other than the General Manager of the District, no manager, supervisor or representative of the District has authority to enter into any agreement, express or implied, for employment for any specific period of time.

I understand and agree that nothing in the employee handbook creates or is intended to create a promise or representation of continued employment and that employment at the District is employment at-will that may be terminated at the will of either the District or me. My signature below certifies that I understand that the foregoing agreement that at-will status is the sole and entire agreement between the District and me concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings and representations concerning my employment with the District.

Employee Name (Printed) \_\_\_\_\_ Date: \_\_\_\_\_

Employee Signature: \_\_\_\_\_