

MOJAVE

AIR AND SPACE PORT

MOJAVE AIR & SPACE PORT

At Rutan Field

Employee Handbook

March 2024

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1.0 Welcome

1.1 A Welcome Policy

Welcome! You have just joined a dedicated organization. We hope that your employment with MOJAVE AIR & SPACE PORT AT RUTAN FIELD will be rewarding and challenging. We take pride in our employees as well as in the operations, products, and services we provide.

The District complies with all applicable federal and state employment laws, and this handbook generally reflects those laws. The District also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook. **You should know that as an employee of a government agency, certain parts of California labor law do not apply to the District, which is generally governed by the Federal Fair Labor Standards Act.**

The employment policies and/or benefits summaries in this handbook are written for all employees. Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks dealing with the subjects discussed herein, but is subject to Board Policies. The District reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the workplace.

If you have questions about your employment or any provisions in this handbook, contact the Director of Administration.

We wish you success in your employment here at MOJAVE AIR & SPACE PORT!

1.2 At-Will Employment

Your employment with THE DISTRICT is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the District at any time, with or without notice and with or without cause.

Nothing in this handbook or any other District document should be understood as creating a contract, guaranteed, or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. As a public employee your employment is governed by statutory law, not by contract.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

2.0 Introductory Language and Policies

2.1 About the District

Mojave Air & Space Port at Rutan Field ("District") has become world renowned as the flight research center for aviation and commercial space flight, hosting the latest and most advanced aeronautical designs. Numerous companies engaged in light industrial to highly advanced aerospace design, flight test and research, to heavy rail industrial, make Mojave a true economic engine for the East Kern region. Our success in achieving these responsibilities depends on efficient and skilled teamwork among all members of the staff. This handbook sets the framework for employment with the District.

The Employee Handbook is supplemental to those employment terms and conditions contained in the District's Board Policies. If any provision of this handbook is contrary to the Board Policy, the Board Policy is the governing and final authority on such matters. Finally, as a public employee your employment is held by statute, not contract, except as otherwise provided in a writing approved by the Board of Directors.

2.2 Ethics Code

THE DISTRICT will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to the District and California ethical laws and regulations, including the Political Reform Act and Government Code section 1090 (contract conflicts of interest).

We expect that directors, managers and employees will not knowingly misrepresent the District and will not speak on behalf of the District unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about the District or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

2.3 Definitions

Unless otherwise apparent from context, the following terms are defined for the purposes of this Handbook:

- District means Mojave Air & Space Port at Rutan Field.
- Board means the Board of Directors of the District.
- Introductory Employee means an employee who has not yet completed the introductory period.
- Regular Employee means an employee who has completed the introductory period.
- Temporary Employee means an employee who is hired for a specific project or determinate period, usually six months or less.
- Part-time Employee means an employee routinely working less than 128 hours per month.
- Full-time Employee means an employee routinely working at least 160 hours per month.
- Exempt Employee means an employee who is exempt from the overtime pay requirements of the Fair Labor Standards Act.
- Nonexempt Employee means an employee who is covered by the overtime provisions of the Fair Labor Standards Act.
- Year of service means a period of one calendar year of continuous work from the date an employee commences work.
- Dependent means the spouse and unmarried, dependent children eligible for coverage under the District's group health plan.
- Executive staff means the CEO/GM, Director of Operations, Director of Administration, Director of Technology, Director of Planning, Director of Facilities and Director of Fuels.
- PEPRA means California Public Employees' Pension Reform Act which applies to any employees hired after January 2013.

2.4 Revisions to Handbook

This handbook is our attempt to keep you informed of the laws, policies, and rules applicable to your employment, including District policies and procedures. The handbook is not a contract. The District

reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in an email, written supplement to the handbook or in a posting on District website.

3.0 Hiring and Orientation Policies

3.1 Conflicts of Interest

The District is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a tenant, supplier or contractor to the District, you must disclose it to your Supervisor. If an actual or potential conflict of interest is determined to exist, the District will take such steps as it deems necessary to reduce or eliminate this conflict.

3.2 Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with the District. If you are currently employed and have not complied with this requirement or if your status has changed, inform your Supervisor.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the District.

3.3 New Hires and Probationary Periods

The first 180 days of your employment is considered an introductory period. During this period, you will become familiar with the District and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

Employees who drive a District vehicle or personal vehicle in the course and scope of their employment must possess a valid Drivers' License and must remain insurable under the District's insurance policy. Employees will be requested to enroll in the Pull-Notice Program with the DMV. The District reserves the right to examine at any time the driving record of an employee whose job function requires him/her to drive for the District. All employees who are required to possess a valid driver's license must immediately notify Human Resources of any suspension, revocation, or administrative withdrawal of their driver's license upon such loss. Such employees shall not, under any circumstances, operate a motor vehicle for the District when their driver's license is under suspension, revocation, or administrative withdrawal, or at any time they do not possess a valid driver's license. If an employee operates a motor vehicle for the District without meeting the proper statutory license requirements or fails to notify Human Resources of loss of license as required here under, he/she may be disciplined up to and including termination.

4.0 Wage and Hour Policies

4.1 Attendance

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your Supervisor. You may be required to provide documentation of any medical or other excuse for being absent or late where permitted by applicable law.

The District reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences where permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

The Director of Administration may request a doctor's certification for sick leave for all injuries/illnesses event that exceed three working days.

4.2 Direct Deposit

The District encourages all employees to enroll in direct deposit. If you would like to take advantage of direct deposit update information in your Paychex Flex account.

If you have selected the direct deposit payroll service, a written explanation of your deductions will be available on your Paychex Flex account.

4.3 Employment Classifications

The District designates all employees as either exempt or nonexempt in compliance with applicable federal, state, and local law:

- **Exempt Employees.** Exempt employees are generally paid a fixed salary and are not entitled to overtime pay.
- **Nonexempt Employees.** Nonexempt employees are entitled to minimum wage and overtime pay.

The District also assigns each employee to one of the following categories:

- **Regular Full-Time Employees.** Regular full-time employees are normally scheduled to work at least 40 hours per workweek, except for approved time off. Full-time employees are eligible for most District benefits.
- **Temporary/Seasonal Employees.** Temporary employees are generally hired on a temporary or project-specific basis, with either full- or part-time hours. Seasonal employees are hired on a temporary basis during a time of year when extra work is available. Temporary/seasonal employees are not eligible for most District benefits.
- **Regular Part-Time Employees.** Regular part-time employees are normally scheduled to work 39 hours or less per workweek. Part-time employees are not eligible for most District benefits.

You will be informed of your classification, status, and responsibilities at the time of hire and at any time your classification, status, or responsibilities change. If you have a question regarding this information, contact the Director of Administration. These classifications do not alter your employment at-will status.

4.4 Job Abandonment

If you fail to show up for work or fail to call in with an acceptable reason for the absence for a period of three (3) consecutive days, you will be considered to have abandoned your job and voluntarily resigned from the District.

4.5 Paycheck Deductions

The District is required by law to make certain deductions from your pay each pay period, including deductions for federal income tax, Social Security and Medicare (FICA) taxes, and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. Permissible deductions for exempt employees may also include, but are not limited to, deductions for full-day absences for reasons other than sickness or disability and certain disciplinary suspensions. You may also authorize certain voluntary deductions from your paycheck where permissible under state law. Full-Time PEPRAs employees will be required to have the PERS payroll deduction. If an employee's medical insurance premium exceeds the District's contribution the difference will be deducted from employee's check. Your deductions will be reflected on your check stub. If you have any questions about deductions from your pay, contact Director of Administration.

The District will not make deductions to your pay that are prohibited by federal, state, or local law. Review your paycheck for errors each pay period and immediately report any discrepancies to your Supervisor.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

The District will not retaliate against employees who report erroneous deductions in accordance with this policy.

4.6 Work Schedules

The District establishes work hours consistent with its operating requirements and responsibilities. Work shifts, days, hours, and periods can be established and modified by the District within limits prescribed by law, based on operating conditions and requirements. Employees may not change their own regular work schedule without approval. Employees are required to be at their assigned work locations at their designated starting time, in appropriate work attire, ready to work. The schedule of each employee may vary, according to their position/department. If an employee requests a change in their work schedule, the District will consider the request and may make the change.

4.7 Recording Time

The District is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the District has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time using District timekeeping application. Speak with your Supervisor for specific instructions.

You must accurately record all of your time to ensure you are paid for all hours worked and must follow established District procedures for recording your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

If you are required to clock in, you should clock in no more than five minutes before the time you actually start working and clock out no later than five minutes after you actually stop working.

If you are unable to punch in or out because of a time clock malfunction or accidental oversight, it is your responsibility to immediately inform your supervisor. Notify your Supervisor or the Director of Administration of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntarily missed meal or break periods.

Once all your hours have been logged you need to approve your timecard at the end of your shift. If you are unable to do so, please notify your supervisor.

Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report to your Supervisor or appropriate department any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

4.8 Expense Reimbursement

The District may require employees to use their vehicles on District business or may provide use of a District vehicle for District business. When travel is authorized by the District, an employee shall be paid pre-approved reasonable and necessary reimbursement for all expenses in connection with District business.

Employees must submit travel per diem request form for mileage, standard meals, and incidentals.

Employees shall be entitled to reimbursement for authorized use of their privately-owned vehicles in the conduct of business, at the mileage reimbursable rate set by the Internal Revenue Service.

When an employee is authorized by a member of the executive staff to travel, the employee will receive the Standard Meals & Incidentals Rate published by U.S. General Services Administration for the days they are on travel for District business.

Expenses outside of mileage, meals, and incidentals shall be submitted with an expense report. All receipts for purchases made on behalf of the District must be included with the report.

Automobile rental expenses shall be approved in advance by a member of the executive staff. Airfare reimbursement shall be at government or coach rate, if available. Taxi/Uber/Lyft fares are reimbursable only if shuttle service is not readily available.

When an employee is authorized by a member of the executive staff to incur a reimbursable lodging expense, the employee shall submit paid receipts or other evidence that the expense has been incurred.

4.9 Workday/Workweek

The District's workweek runs from Monday to Sunday. The workday begins at 12:00 A.M. and ends at 11:59 P.M. Employees may be required to come in early, work late, or work overtime from time to time, depending on various factors, such as workloads, staffing needs, and special projects.

4.10 Meal and Rest Periods

The District strives to provide a safe and healthy work environment and comply with all applicable federal and state regulations regarding meal and rest periods. Check with your Supervisor regarding procedures and schedules for meal and rest periods.

The District requests that employees observe and accurately record meal periods in time and attendance records. If you know in advance that you may not be able to take an uninterrupted scheduled meal period, let your Supervisor know; in addition, notify your Supervisor as soon as possible if you were unable to take or were prohibited from taking an uninterrupted scheduled meal.

Meal and rest periods are intended to provide employees with an opportunity to be away from work, and employees are not permitted to perform any work during meal and rest periods.

Meal Periods

If you are nonexempt and work more than five hours in a workday, you will be provided an unpaid, uninterrupted 30-minute meal period no later than the end of your fifth hour of work and will be required to "clock out" from the timekeeping system. If you work fewer than six hours in a work day, you may mutually agree with your Supervisor to waive the meal period.

If you are nonexempt and work more than 10 hours in a workday, you will be provided a second unpaid, uninterrupted 30-minute meal period no later than the end of your tenth hour of work.

See your Supervisor for procedures related to requesting to waive a meal period in the above circumstances.

Rest Periods

While rest periods are not required under the FLSA, the District believes periodic rest breaks are important for an employee's productivity and encourages rest periods as described herein. You are not required to "clock out" from the timekeeping system. You will receive a paid 10 minute rest time for every four hours of work, or major portion of each four hours worked. Accordingly, if you work:

- Less than three and a half hours, you are not entitled to a rest period.
- Three and a half to six hours, you are entitled to a 10-minute rest period.
- Six to 10 hours, you are entitled to two 10-minute rest periods.
- Ten to 14 hours, you are entitled to three 10-minute rest periods.

Rest periods are to be taken in the middle of the four-hour work period when possible. Rest periods should not be combined or added to meal periods or used to start work later or end work early.

4.11 Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Supervisor.

At certain times the District may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in disciplinary action, up to and including termination.

If you are a nonexempt worker, under the FLSA you must be paid overtime pay at a rate of not less than one and one-half times their regular rates of pay after 40 hours of work in a workweek.

Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

4.12 Call Out

Employees called into work outside of their regular shift shall be compensated for at least two (2) hours of work at the appropriate rate of pay and may be required to put in two (2) hours of work time for compensation.

4.13 Pay Period

All employees are paid every other week on Friday for the pay period that ends on the previous Sunday. If a payday falls on a holiday, you normally will be paid on the last business day before the holiday.

Review your paycheck for accuracy and report any concerns to your Supervisor immediately. If you have been overpaid or underpaid, the error will be corrected as soon as possible.

5.0 Benefits and Leave

5.1 Health, Dental, and Optical Plan

Permanent, full-time officers and employees, including active directors, and their dependents shall be eligible for membership in the District's group health plan. Membership shall commence at the earliest date permitted by the plan. Except for benefits provided to former employees, health plan membership shall cease at termination of employment or office holding. The District will pay up to the following amounts monthly for the cost of group health plan membership:

- \$880 for an employee only;
- \$1671 for an employee with one dependent; and
- \$2,143 for an employee with more than one dependent.

The District shall reimburse each employee for the deductible portion of the employee's group health plan, not to exceed \$500.00 per individual or family group per year. The employee shall present written proof satisfactory to the Director of Administration that such costs have been incurred before such reimbursement is paid.

Permanent full-time officers and employees, including directors, and their dependents shall be eligible for dental, optical, and audiology plan reimbursement after the 6-month probationary period at the start of their employment. The employee or director shall be reimbursed up to \$1,500.00 per fiscal year for dental and optical expenses incurred by the employee, director, and each eligible dependent. Unused annual allowance may be rolled over for two years for employee, director, and each eligible dependent. The unused annual allowance must be used by the individual who rolled over the balance. The maximum balance for a family is \$10,000 and will not be paid out at the separation.

As used herein, the term "dependent" refers to an officer's or an employee's spouse and dependent unmarried children up to the age specified by federal or state law (currently, twenty-six (26) years old, dependents as defined by law for full-time students, and dependent children regardless of age who are physically or mentally incapacitated.

5.2 Continued Benefits

Permanent, full-time officers and employees are eligible for participation in the retirement program through the Public Employees' Retirement System (P.E.R.S.). Eligibility for participation in the program shall be determined on the basis of the contract between P.E.R.S. and the District. Employees hired prior to January 1, 2013, are considered classic members for Miscellaneous and Safety. Employees hired after January 1, 2013, will receive retirement benefits calculated under the PEPRA 2013, The California Public Employees' Pension Reform Act of 2013, unless they have already been classified by CalPERS as a classic member. CalPERS determines the employee's classification based on individual circumstances if they are a previous CalPERS member.

Employees hired prior to October 1, 2017, that reach retirement age and who have been an active member of P.E.R.S. for at least five (5) years and their dependents are eligible for continued participation in the District's group medical plan. Employees hired after October 1, 2017, will be eligible for health benefits based on the resolution with CalPERS vesting schedule.

Based on their years of PERS service with the District, annuitants would be eligible to receive a percentage of the 100/90 formula amounts from the employer as follows:

Credited Years of PERS Service (5 of which must be performed at your agency)	Percentage of Contribution
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20+	100%

The District shall pay the cost of such coverage. The District shall pay the cost of dental/optical benefits for retired officers and employees and their dependents in the same manner and to the same extent as active full-time employees.

5.3 Continuing Education and Tuition Assistance

We believe in the continuing education of our employees. If the District sends you to a class or training program during normal working hours related to your employment and you are nonexempt, you will be paid training pay for that time. If you are interested in attending an outside class and having the District pay for your attendance, you are required to provide advance written notice describing the class, including the subject matter, length, and cost. Depending on the type of training, the District may reimburse some or all of the fees, including materials expenses, meals, and transportation. If your Supervisor approves of your attendance at a class that is not sponsored by the District, you will be reimbursed once you have attended and paid for the class.

Tuition Assistance Program

The District has a tuition assistance program to encourage employees to plan and direct their career and personal development, and increase their skill base for work with the District. The tuition assistance program provides financial aid and paid leave for educational courses and programs in accordance with the following procedures.

All full-time employees with six (6) months or more of service with the District are eligible to participate in the tuition assistance program.

Acceptable Courses and Programs:

- Basic reading, writing, English language, and arithmetic courses;

- Courses or programs to maintain or improve skills required in the employee's current job, or next higher-level job to which the employee aspires;
- Courses or programs relevant to or required for a skill, license, certification, or degree appropriate to the individual's career development and the District's need for the particular craft;
- Specific degree programs, including GED, Associate, Bachelors, and graduate degrees in all areas relevant to the District's operations; and
- Test preparation classes for promotional examinations within the District.

Acceptable Educational Institutions include accredited postsecondary institutions, certified correspondence schools and other institutions, organizations, or individuals approved by the District.

The District may pay 100% of tuition costs (including Registration, books and laboratory fees) for acceptable course(s) or program(s) up to the maximum of Ten Thousand dollars (\$10,000), in the District's sole discretion, per eligible employee in any calendar year. The \$10,000 maximum benefit is available to employees who wish to further their education within their current work field at the District. If employees wish to pursue education not related to their current work field at the District, the maximum benefit is \$5,000. Tuition payments will be made directly to the educational institution or reimbursed to the employee upon completion of the course or program.

Employee is required to bring in proof of the final grade of the course or program taken. If the employee does not show proof of the final grade within 60 days of completion of course, he or she will be required to reimburse the District, either by personal check or by payroll deduction, in full all funds paid by District.

Employee will be required to have a grade of "B" or above for undergraduate and graduate degree programs, and a passing grade (e.g. "D" or higher) for all other courses. If employee does not achieve the required grade, he or she will be required to reimburse the District in full for funds paid by District.

Employees receive regular wages and benefits when participating in any of the two (2) following leave arrangements:

- Personal time off: employees may rearrange their regular working hours to schedule a course or programs;
- Short-term leave: employee may request up to five (5) days leave per year to complete a specific educational activity during working hours.

Procedure for Applying for Financial Assistance:

- The employee completes a payment request form available from Administration.
- The form is submitted to the employee's immediate supervisor who reviews and forwards it to the General Manger with a recommendation.
- The General Manger reviews, recommends, and forwards the request to Administration.
- If either the supervisor or General Manager disapproves the request, or the course or institution are unacceptable, Administration will meet with employee, to work out an alternative course of study.
- If approved by both the supervisor and General Manager, Administration confirms course(s) and institution eligibility.
- Upon completion of an academic term, the employee shall submit his or her academic transcript to Administration who will confirm compliance with this policy and forward the request to the accounting department to submit payment to the institution or reimbursement to the employee.

Procedures for Applying for Educational Leave:

- Personal time off: the employee arranges with his or her immediate supervisor a modified work schedule.
- Short-term leave requests must be approved by supervisor and General Manager.

5.4 Employee Assistance Program (EAP)

The District provides an employee assistance program (EAP) to all eligible employees and their family members/dependents after the plan's defined waiting period. The EAP provides confidential access to professional counseling services for help with personal concerns that may impact job performance.

Voluntary participation in the EAP will not jeopardize your opportunities for promotion or employment. You can contact the EAP directly. Any information about your contact, participation, or any recommended treatment is confidential and will not be disclosed to the District.

In certain circumstances, you may be referred to the EAP by your Supervisor due to job performance issues.

EAP services can be initiated by contacting the EAP service provider at www.nexgeneap.com or 1-800-960-5371.

Plan details are described in the Summary Plan Description (SPD).

EAP services are available to eligible participants without charge. However, the cost of any treatment or rehabilitation services you are referred to outside of the EAP is your responsibility if not completely covered by insurance.

Refer to the SPD for plan information and details.

5.5 Life Insurance, Short and Long Term Disability

Permanent full-time employees receive the life insurance benefits of the District's health and accident insurance plan in an amount established by the Board.

Permanent full-time employees receive short and long-term disability benefits in the event the employee goes on leave of absence.

5.6 Unemployment Compensation Insurance

Unemployment compensation insurance is paid for by the District and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the District.

5.7 Workers' Compensation Insurance

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at the District, no matter how slightly, you are to report the incident immediately to your Supervisor. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your Supervisor immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

5.8 Holidays

MOJAVE AIR & SPACE PORT offers the following paid holidays each year:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The Friday After Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve
- Three (3) Floating Holidays

When a holiday falls on a Saturday, it will be observed the preceding business day. Holidays falling on a Sunday will be observed the following business day. If a holiday falls on a Tuesday or Thursday, the District shall determine when it shall be observed.

Regular full-time employees shall be paid their regular compensation for each holiday if the employee does not work. Regular full-time employees authorized to work on a holiday shall be paid holiday and hours worked at regular rate of pay.

Part-time, non-salaried employees shall not be paid for holidays if the employee does not work. If a part-time employee works on a holiday, the employee will be compensated at the regular rate, unless the employee works overtime.

If a holiday falls on your regular day off, ask your Supervisor how it affects you.

You will be compensated for holidays in accordance with federal and state law.

5.9 Vacation

The District provides employees with paid vacation.

Eligibility

All full-time regular employees are eligible to receive vacation time immediately upon hire.

Deposits Into Your Leave Account

Vacation is calculated according to your work anniversary year.

The amount of vacation received each year is based on your length of service and accrues according to an accrual schedule determined by the District up to a maximum annual grant as shown below:

- Immediately upon hire, eligible employees shall accrue 1.54 hours of vacation for every full pay period worked, up to a maximum of 40 hours per year.
- After the completion of one (1) year of employment, eligible employees shall accrue 3.08 hours of vacation for every full pay period worked, up to a maximum of 80 hours per year.
- After the completion of four (4) years of service, eligible employees shall accrue 4.62 hours of vacation for every full pay period worked, up to a maximum of 120 hours per year.
- After the completion of fourteen (14) years of service, eligible employees shall accrue 6.15 hours of vacation for every full pay period worked, up to a maximum of 160 hours per year.

Leave Usage and Requests for Leave

The District encourages you to use your vacation time. You are eligible to begin using vacation as soon as it is accrued.

You must request vacation from your Supervisor as far in advance as possible. The scheduling of an

employee's vacation is based on the District's operational needs and the requests for vacation and leaves of absence of other employees. All vacation requests must be approved in advance by a member of the executive staff.

During a Leave of Absence

The District may require you to use any unused vacation during disability or family medical leave, or any other leave of absence, where permissible under local, state, and federal law.

You will not accrue vacation during unpaid leaves of absence, or other periods of inactive service, unless vacation accrual is required by applicable federal, state, or local law.

Carryover

If accrued vacation time is not used by the end of the calendar year, employees may carry over unused vacation hours, but total vacation hours may not exceed two hundred and forty (240) hours. Any unused vacation time in excess of 240 hours will not be paid out at the end of your employment with the District.

Cash Out

Employees who have reached 200 hours are permitted to cash-out up to two weeks of vacation hours in one week increments within a fiscal year by completing the request form. Employees who have an exigent circumstance can request a cash out of unused vacation with approval from the CEO/General Manager.

Separation of Employment

Upon separation of employment for any reason, you will be paid for earned but unused vacation time up to the maximum accrual amount.

5.10 Compensatory Time Off (CTO)

A non-exempt employee may receive, in lieu of overtime compensation, compensating time off (CTO) at a rate of not less than one and one-half (1.5) hours for each hour of employment for which overtime compensation is required by law.

(1) The District will provide CTO under the following conditions:

- Pursuant to a written agreement entered into between the District and employee before the performance of the work in which the employee requests CTO in lieu of overtime compensation.
- The employee has not already accrued CTO of more than forty-five (45) hours.
- The employee is regularly scheduled to work no less than forty (40) hours in a workweek.
- An employee may not accrue more than forty-five (45) hours of CTO. Any employee who has accrued forty-five (45) hours of CTO shall, for any additional overtime hours of work, be paid overtime compensation.
- If compensation is paid to an employee for accrued CTO, the compensation shall be paid at the regular rate earned by the employee at the time the employee receives payment.

(2) An employee who has accrued CTO authorized to be provided under the above section shall, upon termination of employment, be paid for the unused CTO at a rate of compensation not less than the average regular rate received by the employee during the last three (3) years of the employee's employment, or the final regular rate received by the employee, whichever is higher.

(3) An employee who has accrued CTO authorized to be provided under subdivision (1) shall use that time by the end of the fiscal year in which it was earned. An employee who requests the use of CTO shall be permitted to use the time within a reasonable period after making the request if the use of the CTO does not unduly disrupt the operations of the District.

- Upon the request of an employee, the District shall pay overtime compensation in cash in lieu of CTO for any CTO that has accrued for at least two (2) pay periods if exigent circumstances exist and it is approved by the Board.
- For purposes of determining whether a request to use CTO has been granted within a reasonable period, the following factors shall be considered:
 - The normal schedule of work.
 - Anticipated peak workloads based on past experience.
 - Emergency requirements for staff and services.
 - The availability of qualified substitute staff.

(4) This section shall not apply to any employee exempt from the overtime provisions of applicable law.

5.11 Paid Sick and Safe Leave (Accrual Method)

The District provides paid sick and safe leave to all eligible employees in accordance with California's Healthy Workplaces, Healthy Families Act.

Eligibility

All employees who have worked in California for at least 30 days within a year after beginning employment are entitled to earn sick and safe leave.

Reasons for Leave

Sick and safe leave may be taken for the following reasons:

- The diagnosis, care, or treatment of an existing health condition, or preventive care for you or your family member. The Director of Administration may request a doctor's certification for sick leave for all injuries/illnesses event that exceed three working days.
- Adverse weather conditions that create difficulty for employees to report to work or make it advisable for employees to leave work early.
- Full-time employees may use sick leave for bereavement leave, but not to exceed five (5) days in a twelve (12) month period.
- If you are a victim of domestic violence, sexual assault, or stalking, to:
 - Seek legal or equitable relief to help ensure the health, safety, and welfare of you or your child (e.g. a restraining order).
 - Seek medical attention caused by domestic violence, stalking, or sexual assault.
 - Obtain services from a domestic violence shelter, domestic violence program, rape crisis center, or victim services organization or agency.
 - Obtain psychological counseling (including mental health services).
 - Participate in safety planning and take other actions to increase safety from future domestic violence, assault, or stalking, including temporary or permanent relocation.

Family member means:

- Your children (including biological, adopted, or foster children; stepchildren; legal wards; children of a domestic partner; or children to whom you stand in loco parentis).
- Your spouse or registered domestic partner.
- Your parents or your spouse's or registered domestic partner's parents (including biological, adoptive, and foster parents; stepparents; legal guardians; or persons who stood in loco parentis when you, or your spouse or domestic partner, was a minor child).
- Your grandparents.
- Your grandchildren.
- Your siblings.
- A person designated by you at the time you request paid sick and safe leave. You will be limited to making this designation once per 12-month period for purposes of paid sick and safe leave.

Accrual and Usage

Eligible Full-Time employees begin to accrue sick and safe leave upon employment at a rate of 3.08 hours for every pay period worked up to a maximum cap of 160 hours. If you are classified as exempt, you are presumed to work 40 hours per week, unless you are normally scheduled to work fewer than 40 hours, in which case sick leave accrues based on your normal schedule.

You may begin using sick and safe leave on your 90th day of employment. Once you have accrued 160 hours of leave, you will not accrue any more leave until you use some. You may not use more sick and safe leave than you have accrued or receive an advance of sick and safe leave that has not yet been accrued. Earned but unused sick and safe leave will carry over to the following leave year up to the 160-hour maximum accrual cap.

Eligible Part-Time and Temporary employees begin to accrue sick and safe leave upon employment at a rate of one hour for every 30 hours worked. You may not accrue more than 80 hours (10 days) of leave for any reason. If you are classified as exempt, you are presumed to work 40 hours per week, unless you are normally scheduled to work fewer than 40 hours, in which case sick leave accrues based on your normal schedule.

You may begin using sick and safe leave on your 90th day of employment. Once you have accrued 160 hours of leave, you will not accrue any more leave until you use some. You may not use more sick and safe leave than you have accrued or receive an advance of sick and safe leave that has not yet been accrued. Earned but unused sick and safe leave will carry over to the following leave year up to the 80-hour maximum accrual cap.

The District offers a Catastrophic Sick Leave-Donation Program to give employees a chance to support their co-workers who are facing a major health crisis, whether their own or that of a family member, as well as a death in the employee's immediate family. The program allows employees to provide assistance in the form of donated sick time. An employee shall be faced with or have incurred either a catastrophic illness or injury in order to be eligible for this program. The CEO/General Manager shall determine individual eligibility status. "Catastrophic" means: the employee is unable to perform the duties of their position because of a serious illness or accident or will require a lengthy recovery; there is a serious illness or accident which will require a lengthy recovery in the employee's immediate family; or there is a death in the employee's immediate family. The hours donated will be converted based on the monetary value of the sick leave donated.

Compensation

If you are nonexempt, you will be compensated for sick and safe leave at your regular rate of pay. If you are exempt, you will be compensated for sick and safe leave in the same manner as the District calculates wages for other forms of paid leave time.

Notice

If your need for leave is foreseeable, you must provide reasonable advance notice. If unforeseeable, provide notice as soon as practical. If known, notice should include the expected length of the absence.

Documentation

The District may request documentation verifying the appropriate use of leave.

Payment upon Termination

Upon termination of employment, full-time employees with at least five (5) years but less than ten (10) years of service shall be paid for fifty percent (50%) of accumulated unused sick leave, and full-time employees with ten (10) or more years of service shall be paid for one hundred percent (100%) of accumulated unused sick leave, paid at the employee's salary rate at the time of termination of employment.

All other employees will not be paid for any unused sick and safe leave when your employment ends.

Reinstatement of Leave upon Rehire

The District will reinstate previously accrued, unused sick and safe leave if you separate and are rehired within one year.

Interaction with Other Leave

Sick and safe leave will run concurrently with other types of leave when permitted under applicable law.

Retaliation

The District will not retaliate against employees who request or take leave in accordance with this policy.

5.12 Disability Insurance

If you are unable to work for at least eight days due to a non-work-related illness or injury, or a pregnancy-related disability, you may be eligible for disability insurance benefits. Disability insurance is a component of California's State Disability Insurance (SDI) program, which is administered by the California Employment Development Department (EDD) and is funded by workers through SDI payroll deductions. Disability insurance provides eligible employees with up to 52 weeks of partial wage replacement benefits. Benefit amounts are based on a percentage of your wages paid during a specific 12-month base period, determined by the date your claim begins.

To apply for this benefit, you must provide written notice of the disability, including a doctor's certificate stating the nature of the disability and your expected date of return to work.

The SDI program does not create a right to a leave of absence, job protection, or job reinstatement.

You are responsible for filing your claim and other forms promptly and accurately with the EDD. To learn more about the SDI program, including eligibility requirements and benefits, or to make a claim for DI benefits, contact the EDD (www.edd.ca.gov).

The District will be notified that you have submitted a disability insurance claim.

5.13 Bereavement Leave

The District will provide eligible employees up to five days of unpaid bereavement leave in accordance with the California Fair Employment and Housing Act.

Eligibility

To be eligible for bereavement leave, you must be employed by the District for at least 30 days prior to the start of leave.

Reasons for Leave

Eligible employees may take bereavement leave for the death of a family member.

As used in this policy:

- **Family member** means your child, parent, grandparent, grandchild, sibling, spouse, or domestic partner.
- **Child** means a biological, adopted, or foster child; a stepchild; a legal ward; a child of a domestic partner; or a person to whom you stand in loco parentis.
- **Parent** means a biological, foster, or adoptive parent; a parent-in-law; a stepparent; a legal guardian; or other person who stood in loco parentis to you when you were a child.
- **Sibling** means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.

Use of Leave

Eligible employees will be provided up to five days of unpaid bereavement leave in the event of the death of a family member.

The five days of bereavement leave do not have to be taken consecutively. Bereavement leave must be completed within three months of the date of the family member's death.

You may elect to use any accrued vacation time or other accrued paid time off that you are eligible to take during the otherwise unpaid bereavement leave.

Bereavement leave will run concurrently with other federal/state laws where permitted by law.

Notice

If your need for leave is foreseeable, provide as much advance notice as possible. If unforeseeable, provide notice as soon as practical.

You may be required to provide reasonable documentation of your need for leave. This may include a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency. This documentation must be provided within 30 days of your first day of leave.

All information received by the District regarding your request for bereavement leave will be treated as confidential and will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

Retaliation

The District will not retaliate against employees who request or take leave in accordance with this policy.

5.14 Bone Marrow and Organ Donation Leave

The District will provide employees who have been employed with the District for at least 90 days, with a paid leave of absence for the purpose of donating organs or bone marrow. When donating an organ, you may take up to 30 paid business days in any one-year period. When donating bone marrow, you may take up to five paid business days in any one-year period. The one-year period for both leaves is measured from the date leave begins.

The District will also provide employees with an additional unpaid leave of absence of up to 30 business days in a one-year period when donating an organ. The one-year period is measured from the date leave begins.

You are required to provide as much advance notice as possible if you wish to take leave to donate an organ or bone marrow. Provide Human Resources with verification from a physician that the donation will take place and that there is a medical necessity for the donation.

Before taking paid leave under this policy, you must first use two weeks of accrued sick or vacation time when donating an organ, or five days accrued sick or vacation time when donating bone marrow.

Leave taken under this policy does not constitute a break in service for health insurance coverage, accrual of vacation or sick pay, or seniority; however, the leave may not run concurrently with federal Family and Medical Leave Act or California Family Rights Act leave.

The District will not retaliate against employees who request or take leave in accordance with this policy.

5.15 California Family Rights Act (CFRA) Leave

The District provides unpaid family and medical leave to eligible employees in accordance with the California Family Rights Act (CFRA).

Eligibility

To be eligible for CFRA leave:

- You must have been employed for at least 12 months (52 weeks) with the District prior to beginning CFRA leave; and
- You must have worked for the District for at least 1,250 hours during the 12-month period immediately before the leave is to start.

Reasons for Leave

You may take CFRA leave for the following reasons:

- The birth, adoption, or foster care placement of a child.
- To care for your own or your family member's serious health condition (not including disability due to pregnancy, childbirth, or related medical conditions).
- A qualifying exigency related to your spouse, domestic partner, child, or parent who is a military member on covered active duty or called to covered active-duty status (or has been notified of an impending call or order to covered active duty).

As used in this policy:

- **Family member** means your child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person.
- **Child** means a biological, adopted, or foster child; a stepchild; a legal ward; a child of a domestic partner; or a person to whom you stand in loco parentis.
- **Designated person** means any person related to you by blood or whose association to you is the equivalent of a family relationship.
- **Parent** means a biological, foster, or adoptive parent; a parent-in-law; a stepparent; a legal guardian; or other person who stood in loco parentis to you when you were a child.
- **Sibling** means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.

You may identify your designated person at the time you request CFRA leave. You will be limited to making this designation once per 12-month period for purposes of CFRA leave.

Leave Usage

Eligible employees may take up to 12 workweeks of leave per leave year. For purposes of this policy, the leave year is a rolling 12-month period that is measured backward from the date any CFRA leave is used.

You may elect to use any accrued vacation time or other accrued paid time off that you are eligible to take during the otherwise unpaid portion of the CFRA leave. You also may elect to use any accrued sick leave that you are eligible to take during the otherwise unpaid portion of CFRA leave if the CFRA leave is for your own serious health condition, a qualifying exigency, or any other reason mutually agreed to between you and the District.

CFRA leave will run concurrently with other federal/state laws if permitted by law.

Intermittent Leave

When medically necessary, leave may be taken on an intermittent or a reduced work schedule.

Notice

If the need for leave is foreseeable (such as the birth of a child or planned medical treatment), you must provide reasonable advance notice and make a reasonable effort to schedule leave so that it will not unduly disrupt District operations. If unforeseeable, provide notice as soon as practical. Notice should include the anticipated timing and duration of the leave.

Failure to comply with these notice rules is grounds for, and may result in, deferral of the request for leave until you comply with the notice requirement.

Certification

Where leave is requested for your own or a covered family member's serious health condition, the District may require you to provide certification from your own or the District's health care provider.

If leave is for your own serious health condition, certification must include:

- The date when the serious health condition began.
- The probable duration of the condition.
- A statement that, due to the serious health condition, you are unable to perform the function of your position.

If leave is for a covered family member's serious health condition, certification must include:

- The date when the serious health condition began.
- The probable duration of the condition.
- An estimate of the amount of time that the health care provider believes you are needed to care for the family member.
- A statement that the family member's serious health condition requires you to provide care during the period of treatment or supervision.

The District may require subsequent recertification of your own serious health condition if additional leave is required.

If the District has reason to doubt the validity of the certification provided, the District may require, at its own expense, that you obtain a second opinion from a health care provider designated or approved by the District. If the second opinion differs from the original certification, the District may again require, at its own expense, that you obtain a third opinion from a different health care provider designated or approved jointly by you and the District. The third opinion will be considered final and binding.

Return to Work

If you take leave for your own serious health condition, you must obtain certification from your health care provider that you are able to resume work.

Reinstatement

Upon return to work at the end of leave, you will be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken. You may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during the period of leave.

Benefits

If the District provides you with health benefits under a group health plan, the District will maintain and pay for your health coverage for up to 12 weeks at the same level and under the same conditions as coverage would have been provided if you had not taken CFRA leave.

Failure to Return to Work

If you fail to return to work or fail to request an extension of leave prior to the expiration of the leave, you will be considered to have voluntarily terminated your employment. If you fail to return from leave, the District may require reimbursement of the health insurance premiums paid during the leave under certain circumstances.

Retaliation

The District will not retaliate against employees who request or take leave in accordance with this policy.

5.16 Crime Victim Leave

The District provides employees who are the victim of a violent felony or serious felony (or the family member of a victim of a violent felony or serious felony) with unpaid leave in order to attend judicial proceedings related to the crime. A family member under this policy includes a spouse, domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather.

When the need for leave is foreseeable, you must provide documentation of the scheduled proceeding. Such notice is typically given to the victim of the crime by a court or government agency setting the hearing, a district attorney or prosecuting attorney's office, or a victim/witness office. If advance notice is not possible, you must provide appropriate documentation within a reasonable time after the absence.

Any absence from work to attend judicial proceedings will be unpaid, unless you choose to take paid time off, such as accrued vacation or personal holiday.

The District will not retaliate against employees who request or take leave in accordance with this policy.

5.17 Military Leave (USERRA)

The District complies with applicable federal and state law regarding military leave and re-employment rights. A military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA, with amendments) and all applicable state law. You must submit documentation of the need for leave to your Supervisor or appropriate department. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your Supervisor of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact your Supervisor or appropriate department.

5.18 Jury Duty Leave

The District encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Supervisor as soon as possible to make scheduling arrangements.

All employees will be compensated for time spent on jury duty, less jury fees.

The District reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The District will not retaliate against employees who request or take leave in accordance with this policy.

5.19 Leave for Victims of Crime or Abuse

The District provides employees who are victims of crime or abuse with unpaid leave to:

- Seek medical attention for injuries caused by the crime or abuse.

- Obtain services from a domestic violence shelter or program, rape crisis center, or victim services organization or agency as a result of the crime or abuse.
- Obtain psychological counseling or mental health services related to the experience of crime or abuse.
- Participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

Victim includes:

- A victim of stalking, domestic violence, or sexual assault.
- A victim of a crime that caused physical injury or that caused mental injury and a threat of physical injury.
- A person whose immediate family member is deceased as the direct result of a crime.

Crime means a crime or public offense anywhere that would constitute a misdemeanor or a felony if the crime had been committed in California by a competent adult, regardless of whether any person is arrested or prosecuted for, or convicted of, committing the crime.

Immediate family member means:

- Your spouse or domestic partner.
- Your child, which includes, regardless of age, a biological, adopted, or foster child; stepchild or legal ward; the child of your domestic partner; a child to whom you stand in loco parentis; or a person to whom you stood in loco parentis when the person was a minor.
- You, or your spouse's or domestic partner's, biological, adoptive, or foster parent, stepparent, or legal guardian, or a person who stood in loco parentis of you or your spouse or domestic partner when you/they were a minor child.
- Your biological, foster, or adoptive sibling, step-sibling, or half-sibling.
- Any other individual whose close association with you is the equivalent of a family relationship described above.

You must provide reasonable advance notice of your intention to take leave for the above reasons unless advance notice is not feasible. If an unscheduled absence occurs, you must provide the following documentation within a reasonable amount of time after your absence:

- A police report indicating that you were a victim;
- A court order protecting or separating you from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney stating that you have appeared in court;
- Documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, licensed health care provider, or counselor stating that you were undergoing treatment for physical or mental injuries or abuse resulting from the crime or abuse; or
- Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to a written statement signed by you, or an individual acting on your behalf, certifying that the absence is for an authorized purpose.

You may use available vacation, personal leave, accrued paid sick leave, or compensatory time off for your leave. otherwise..

Leave under this policy will run concurrently with other types of leave where permitted under applicable law.

The District will maintain the confidentiality of anyone requesting time off under this policy, except as required by federal or state law or as necessary to protect your safety in the workplace.

The District will not retaliate against a victim of crime or abuse for requesting or taking leave in accordance with this policy.

5.20 Military Spouse Leave

The District provides up to 10 days of job-protected, unpaid leave to employees who are the spouse or registered domestic partner of a military member who is home on leave during a period of military deployment.

To be eligible for military spouse leave you must:

- Work an average of 20 or more hours per week; and
- Be the spouse or registered domestic partner of a member of the Armed Forces, National Guard, or Reserves who is on leave from deployment during a period of military conflict.

Notify your Supervisor of your need for leave within two business days from the day you receive official notice that your spouse or registered domestic partner will be on leave from deployment. You must also provide written documentation certifying that your spouse or registered domestic partner will be on leave from deployment during the time you are requesting leave.

You may elect to use any available paid time off for which you are eligible under District policy for the purpose of taking military spouse leave, and such paid time off will run concurrently with the leave afforded under this policy.

The District will not discriminate or retaliate against employees who request or take leave in accordance with this policy.

5.21 Paid Family Leave Insurance

California's Paid Family Leave (PFL) insurance program provides eligible employees with up to eight weeks of partial wage replacement in any 12-month period to take time off from work to:

- Bond with a new child (either by birth, adoption, or foster care placement);
- Care for a seriously ill family member (child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner); or
- Participate in a qualifying exigency related to the covered active duty, or call to covered active duty, of your spouse, domestic partner, child, or parent in the U.S. Armed Forces.

The 12-month period begins on the day a claim is submitted.

PFL insurance is funded entirely by workers through state disability insurance (SDI) payroll deductions. If you are currently receiving benefits from SDI or workers' compensation insurance, you may not be eligible to receive PFL benefits. The California PFL insurance program does not create a right to a leave of absence, job protection, or job reinstatement.

The PFL insurance program makes benefits available to eligible employees through the California Employment Development Department (EDD). Apply for PFL insurance directly with the EDD. Contact the EDD for information on eligibility or to obtain a claim form. Medical and other documentation may be required.

5.22 Pregnancy Disability Leave

If you are disabled by pregnancy, childbirth, or a related medical condition, the District will provide you with up to four months of unpaid pregnancy disability leave (PDL).

Eligibility

To be eligible for PDL, you must suffer from a pregnancy-related disability. A **pregnancy-related disability** is a physical or mental condition related to pregnancy or childbirth that prevents you from performing the essential duties of your job, or would cause undue risk to you or your pregnancy's successful completion.

Conditions for which PDL is available include, but are not limited to:

- Severe morning sickness.
- Prenatal or postnatal care.
- Doctor ordered bed rest.
- Gestational diabetes.
- Pregnancy-induced hypertension.
- Preeclampsia.
- Post-partum depression.
- Lactation conditions such as mastitis.
- Loss or end of pregnancy.
- Recovery from loss or end of pregnancy.

Use of Leave

PDL may be taken before or after birth during any period of time (not to exceed four months) where you are physically unable to work due to your pregnancy-related disability. You may take PDL all at once or intermittently.

Where applicable under state and federal law, employees who qualify and are entitled to take PDL may also be eligible for leave under the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA). PDL and FMLA run concurrently. CFRA leave will be counted separately from PDL. CFRA leave will also be counted separately from FMLA leave taken for pregnancy disability, childbirth, or related medical conditions. An additional 12 weeks of bonding leave may also be available to qualified individuals. Speak with your Supervisor about your eligibility for these leaves.

Notice and Leave Request Process

Foreseeable Need for Leave

If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, you must give at least 30 days' notice. If 30 days' notice is not practicable, give notice as soon as possible. You are expected to complete and return a leave request form prior to the beginning of leave. Failure to provide appropriate notice and/or complete and return the necessary paperwork will result in the delay or denial of leave.

Unforeseeable Need for Leave

If the need for leave is unforeseeable, provide notice as soon as practicable and possible under the facts of the particular case. Normal call-in procedures apply to all absences from work including those for which leave under this policy may be requested. Complete and return the necessary leave request form as soon as possible to obtain the leave. Failure to provide appropriate notice and/or complete and return the necessary paperwork on a timely basis will result in the delay or denial of leave.

Leave Request Process

To request leave under this policy, obtain a leave request form from your Supervisor and return the completed form to the Director of Administration. If the need for leave is unforeseeable and you will be absent more than three days, contact by telephone and request that a leave form be mailed to your home. If leave will be fewer than three days, complete and return the leave request form upon returning to work.

Call-In Procedures

In all instances of absence, follow the call-in procedures and standards established for giving notice of absence from work.

Paid Leave Utilization During Pregnancy Leave

You will be required to use available sick leave during PDL; however, you may opt to use any available vacation during your PDL in order to receive compensation.

If you are on PDL for eight or more consecutive calendar days, you may be eligible for partial wage replacement benefits under the California State Disability Insurance (SDI) program. You are responsible for applying for these benefits and can obtain forms from your health care provider.

Certification and Fitness for Duty Requirements

When requesting PDL, you must provide certification from a health care provider to qualify for leave. Such certification must be provided within 15 days of the request for leave unless it is not practicable under the circumstances despite your diligent efforts. Failure to provide certification may result in leave being delayed, denied, or revoked. At the discretion of the District, you may also be required to obtain a second and third certification from another health care provider at District expense (except for military care leave). Recertification of the continuance of a serious health condition or an injury/illness of a military service member will also be required at appropriate intervals.

Temporary Transfer and Other Accommodations

If you are suffering from a pregnancy related disability, you are entitled to a temporary transfer to another position or other reasonable accommodation based on the pregnancy-related disability if you request the transfer or reasonable accommodation and the request is based on the medical certification of a health care provider that a transfer or reasonable accommodation is medically advisable, and the request can be reasonably accommodated by the District. All employees who are transferred to accommodate a pregnancy-related disability have the same reinstatement and other rights described below with respect to pregnancy-related disability leaves.

The District may also require you to transfer temporarily to an available alternative position with the same pay and benefits in order to accommodate your need for intermittent leave or a reduced work schedule.

Benefits

If the District provides you with health benefits under a group health plan, the District will maintain and pay for your health coverage at the same level and under the same conditions as coverage would have been provided if you had not taken pregnancy disability leave. If you do not return to work at the end of your pregnancy disability leave, the District may recover the payment for your premiums under certain circumstances.

Return to Work

Upon returning to work at the end of leave, you will be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken. You may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during leave.

At the completion of PDL, you will be required to obtain a release to return to work from your health care provider stating that you are able to resume your original job or duties.

Failure to Return

If you fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, you will be deemed to have voluntarily terminated your employment.

Alternative Employment

While on leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the District. If you are on a leave of absence and are found to be working elsewhere without permission, you will be automatically terminated.

False Reason for Leave

You will be terminated if you provide a false reason for a leave.

Retaliation

The District will not retaliate against employees who request or take leave in accordance with this policy.

5.23 Reproductive Loss Leave

The District will provide eligible employees up to five days of unpaid reproductive loss leave in accordance with the California Fair Employment and Housing Act.

Eligibility

To be eligible for reproductive loss leave, you must:

- Be employed by the District for at least 30 days prior to the start of leave.
- Experience a qualifying reproductive loss event.

Reproductive loss event means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction.

Reasons for Leave

Reproductive loss events include:

- A **failed adoption**, which means the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. To be a qualifying event, you must be a person who would have been a parent of the adoptee if the adoption had been completed.
- A **failed surrogacy**, which means the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. To be a qualifying event, you must be a person who would have been a parent of a child born as a result of the surrogacy.
- A **miscarriage**. To be a qualifying event, the miscarriage must have been experienced by you, your current spouse or domestic partner, or another individual that would have made you a parent to the child.
- A **stillbirth**. To be a qualifying event, the stillbirth must result from your pregnancy, the pregnancy of your current spouse or domestic partner, or another individual that would have made you a parent to the child.
- An **unsuccessful assisted reproduction**, which means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. To be a qualifying event, the unsuccessful assisted reproduction event must have been experienced by you, your current spouse or domestic partner, or another individual that would have made you a parent to the child.

Use of Leave

Eligible employees will be provided up to five days of unpaid leave for a reproductive loss event. The five days of leave do not have to be taken consecutively.

Leave must be completed within three months of the event entitling you to leave. If you experience more than one reproductive loss event within a 12-month period, the maximum amount of reproductive loss leave you can take in a 12-month period is 20 days.

You may elect to use any accrued vacation time or other accrued paid time off that you are eligible to take during the otherwise unpaid reproductive loss leave.

Reproductive loss leave will run concurrently with any other leave entitlement when permissible under applicable law.

Notice

Provide notice of your need for reproductive loss leave as soon as practical.

All information received by the District regarding your request for reproductive loss leave will be treated as confidential and will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

Retaliation

The District will not retaliate against employees who request or take leave in accordance with this policy.

5.24 School and Childcare Activities Leave

The District will provide employees, who have one or more children that are of the age to attend a licensed childcare provider, kindergarten, or grades 1 through 12, with up to 40 hours of leave per year to participate in the following:

- Finding, enrolling, or re-enrolling the child in a school or with a licensed childcare provider;
- Participating in school or childcare-related activities; or
- Addressing a childcare provider or school emergency.

Leave is limited to eight hours in any calendar month.

To be eligible for leave, you must be a parent, guardian, step-parent, foster parent, grandparent, or a person who stands in the place of a parent (in loco parentis) to a child.

If you wish to take leave to enroll a child in school or with a childcare provider or to participate in a school or childcare-related activity, you must provide reasonable advance notice to your Supervisor. If you need to take leave to address a childcare provider or school emergency, you must provide notice to your Supervisor as soon as practicable. You may be required to provide documentation from the school or childcare provider verifying that you participated in the school or childcare activity.

If both parents of a child work for the District, only one parent — the first to provide notice — may take the time off, unless the District approves both parents taking time off simultaneously.

You are required to use accrued vacation time for this leave.

The District will not retaliate against employees who request or take leave in accordance with this policy.

5.25 Voting Leave

If your work schedule prevents you from voting on Election Day, the District will allow you a reasonable time off to vote.

If an employee anticipates taking more than two hours off for voting, the employee should notify the appropriate supervisor of this need. The time off for voting shall be only at the beginning or the end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed.

If the employee on the third working day prior to the day of election, knows or has reason to believe that time off will be necessary to be able to vote on election day, the employee shall give the employer at least two working days' notice that time off for voting is desired, in accordance with this section.

The time when you can go to vote will be at the discretion of your Supervisor, consistent with applicable legal requirements.

5.26 Witness Leave

If you are required by law to appear in court as a witness, you may take unpaid time off to do so, provided you give the District reasonable advance notice.

An employee who is called to answer a subpoena as a witness in an official capacity shall be compensated at his /her regular rate of pay for all hours of absence from work due to answering the subpoena and provided the employee shows proof of the subpoena and deposits witness fees received for the hours, exclusive of mileage, with the District.

An employee subpoenaed to appear in court in a manner unrelated to his/her official capacity as a District employee shall be permitted time off without pay, or the employee may choose to use accrued vacation for this purpose.

6.0 Performance, Discipline, Layoff, and Termination

6.1 Performance Review

The District may review the job performance of employees. The purposes of the evaluations are:

- to evaluate the strengths and weaknesses of the employee's work;
- to communicate these to the employee; and
- to set future performance goals.

Employees are encouraged to ask specific questions about and to comment on their evaluation. Employees may offer written comments on the evaluation form. The employee may obtain a copy of the completed form. A good performance evaluation does not guarantee a pay raise, because pay increases may not occur every year, nor is a good evaluation a promise of continued employment.

Attendance is a basic indicator of an employee's performance. An employee must report to work on time. If an employee cannot come to work, or will be more than a few minutes late, the employee must inform their supervisor of expected arrival time.

Excessive absences, failure to report absences on time, and/or tardiness will lead to discipline, up to and including discharge. Absences are excessive if they occur frequently, or if they show a pattern. Absences immediately before or after a holiday and weekends are suspect. Frequent absences for minor complaints such as a headache or stomachache are also suspect.

6.2 Disciplinary Process

Violation of the District's policies or procedures may result in disciplinary action, including demotion, transfer, leave without pay, or termination of employment. The District may use a system of progressive discipline depending on the type of prohibited conduct. However, the District is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis consistent with applicable law.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your Supervisor will make every effort possible to allow you to

respond to any disciplinary action taken. Understand that while the District is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and, depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

6.3 Grievance and Conflict Resolution Process

The District strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the work place to the attention of your Supervisor and, if necessary, to Human Resources or upper level management. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of the District, management, its employees, vendors, customers, or any other persons or entities related to the District, bring your concerns to the attention of your Supervisor at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate Supervisor. If you have already brought this matter to the attention of your Supervisor before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to Human Resources or upper level management. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

6.4 Outside Employment

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at the District is prohibited. The District recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to the District should be reported to your Supervisor. Failure to adhere to this policy may result in discipline up to and including termination.

6.5 Resignation Policy

The District hopes that your employment with the District will be a mutually rewarding experience; however, the District acknowledges that varying circumstances can cause you to resign employment. The District intends to handle any resignation in a professional manner with minimal disruption to the workplace.

Notice

The District requests that you provide a minimum of two weeks' notice of your resignation. Provide a written resignation letter to your Supervisor. If you provide less notice than requested, the District may deem you to be ineligible for rehire, depending on the circumstances.

The District will consider an employee to have voluntarily terminated their employment if they do any of the following:

- Resigns from the District;
- Does not return from an approved leave of absence on the dated specified by the District; or
- Fails to report to work and fail to call in for three (3) or more workdays in a row.

Final Pay

The District will pay separated employees in accordance with applicable laws and other sections of this handbook.

Notify the District if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.

Return of Property

Return all District property at the time of separation. Failure to return some items may result in deductions from your final paycheck where state law allows. In some circumstances, the District may pursue criminal charges for failure to return District property.

6.6 Standards of Conduct

The District wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, tenants, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook or in Board Policies.
- Sleeping on duty.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on District property (including in District vehicles), or on District business.
- Inaccurate reporting of the hours worked by you or any other employees.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the District or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-District communications, or expense records.
- Malicious or willful destruction or damage to District property or supplies, or to the property of another employee, customer, or visitor
- Stealing or removing without permission District property or property of another employee, customer, or visitor
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Insubordination, including improper conduct toward a supervisor, or refusal to perform tasks assigned by a supervisor.
- Giving the District's products away free of charge, or at a discount, to any person, or in violation of the District's policies.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
- Failure to follow District procedures for maintaining the confidentiality of the District's proprietary information or confidential customer/tenant information.
- Unsatisfactory job performance.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking or vaping in non-designated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on District premises during working hours.
- Failure to dress according to District policy.

- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at this District.
- Gambling on District premises.
- Lending keys or keycards to District property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status.

If an employee is discharged the employee may follow the Skelly process. An employee who has been discharged, reduced in rank, or suspended for longer than ten working days, may appeal the action to the Board by notifying the General Manager and the Board within fifteen day after receipt of the notice. Upon receipt of an appeal from an employee, the Board shall set a date for hearing. The Board may sit en banc or assign the matter to one or more directors to hear and decide the appeal. The Board, or the hearing officer, may compel the attendance of witnesses to testify under oath. The Skelly process procedure in Board Policy 300 is the employee's sole recourse for an appeal of disciplinary action.

7.0 General Policies

7.1 Personal Appearance

Your personal appearance reflects the reputation, integrity, and public image of MOJAVE AIR & SPACE PORT. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing uniforms or protective safety clothing and equipment, depending upon the job. Use common sense and good judgment in determining what to wear to work.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

In addition, the District provides the following:

- The District will provide pants, shirts, and laundry service for full-time employees working in the Maintenance Department. Employees in the Operations Department will be provided with five uniform shirts upon hire. Employees that are provided uniforms are expected to come to work in the provided uniforms. The District will report to CalPERS annually at the end of the fiscal year total uniform compensation, not to exceed \$750.00, paid to employees hired by the District on or before December 31, 2012, or who are defined as CalPERS Classic Members.
- Employees required to wear safety or uniform boots shall be reimbursed for the actual cost of acquiring the boots in an amount not to exceed \$250.00 per fiscal year. The reimbursement is for one pair in a fiscal year.

The District, in accordance with applicable law, will reasonably accommodate employees with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the District. Contact your Supervisor to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

7.2 Personal Cell Phone/Mobile Device Use

While the District permits employees to bring personal cell phones and other mobile devices (i.e. smart phones, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with

your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on District property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

You are expected to comply with District policies regarding the protection of confidential and proprietary information when using personal devices.

While operating a vehicle on work time, the District requires that the driver's personal cell phone/mobile device be turned off. If you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

You may have the opportunity to use your personal devices for work purposes. Before using a personal device for work-related purposes, you must obtain authorization from Director of Technology. The use of personal devices is limited to certain employees and may be limited based on compatibility of technology.

Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the NLRA.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

7.3 Personal Records and Data Changes

The District keeps a personnel file on each employee. The contents of the file, except for letters of reference, and certain other limited kinds of information, are open for an employee's inspection at reasonable times and at reasonable intervals, upon request. An employee may make copies of certain papers from their file. Employees must notify the Director of Administration if they wish to see or copy their personnel file.

The District will keep personnel records private, unless otherwise required by law including the Public Records Act. However, there are certain times when information may be given to persons outside the District. These are:

- in response to a subpoena, court order, order of an administrative agency, or as required by law;
- in a lawsuit, grievance, or arbitration in which the employee and the District are parties;
- to administer employee benefit plans;
- to a health care provider;
- to a prospective employer or other person requesting a verification of an employee's employment, but only if (a) an employee gives the District a written release allowing information to be given, or (b) the District is providing only the dates of employment, last or present job title, and the fact of employment.

It is your obligation to provide the District with your current contact information, including current mailing address, email and telephone number. You should also inform the District of any changes to your tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact Director of Administration.

7.4 Social Media

The District acknowledges that social media has become an integral part of modern life that provides us with unique opportunities to communicate and share information with others. However, we also want to educate employees that their social media use can:

- Pose risks to the District's confidential and proprietary information, reputation, and brand;
- Expose the District to discrimination, harassment, and other claims; and
- Jeopardize the District's compliance with business rules and laws.

To minimize legal risks, avoid loss of productivity and distraction, and ensure that the District's IT resources and communications systems are used appropriately, all employees must abide by the following policy regarding social media use.

Social Media

For purposes of this policy, **social media** refers to any means of posting content on the internet, including personal websites, social networking sites, blogs, chat rooms, and other online platforms, whether affiliated with the District or not.

Use Good Judgment

While the District respects your right to personal expression, you should assume that anything you do on social media—whether on a business or personal account—could be viewed by a colleague, supervisor, partner, supplier, competitor, investor, customer, or potential customer. As such, any social media activity, even from your personal account, reflects on the District as well as on yourself. It is important to remember that anyone can see what you post (or what you posted five years ago).

Guidelines for Posting on Social Media

When posting:

- Protect trade secrets, intellectual property, and confidential information related to the District.
- Do not make statements that are maliciously false or defamatory or would constitute unlawful harassment or discrimination.
- Do not make express or implied threats of violence.
- Avoid linking personal accounts to the District as an official source.
- Respect copyright, trademark, and third-party rights.
- Do not use the District's email addresses to register on social media platforms for personal use.
- If you identify yourself as an employee of MOJAVE AIR & SPACE PORT on your personal account and are posting about the District, make it clear that your views are your own and that you are not speaking on behalf of the District.

Using Social Media at Work

Do not use social media while on your work time, unless it is work related as authorized by your Supervisor or consistent with policies that cover equipment owned by the District.

Media Contacts

If you are not authorized to speak on behalf of the District, do not speak to the media on behalf of the District. Direct all media inquiries for official District responses to the Director of Administration.

Retaliation

Retaliation against those reporting policy violations or cooperating in investigations is prohibited. Retaliatory actions may lead to disciplinary measures.

Violations

Violations of this policy may result in discipline, up to and including termination.

This policy does not limit employee rights to discuss wages, hours, or other terms and conditions of employment. All employees have the right to engage in or refrain from such activities.

7.5 Third Party Disclosures

From time to time, the District may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the District and should refer any call requesting the position of the District to the Director of Administration. If you have any questions about this policy or are not certain what to do when such a contact is made, contact the Director of Administration.

7.6 Workplace Privacy and Right to Inspect

The District property, including but not limited to lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the District and is subject to inspection at any time, without notice to any employees, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on District premises including that kept in lockers and desks.

7.7 Electronic Communications

District Property: As a productivity enhancement tool, District provides and encourages the business use of electronic communications (including but not limited to voice mail, electronic mail, instant messaging, text and SMS messages, and fax). Electronic communications systems, owned by District, and all messages generated on or handled by these electronic communications systems, including back-up copies, are the property of District. Any attempt to violate, circumvent and/or ignore these policies could result in disciplinary action, up to and including termination. In addition, electronic communications made in the course of employment are subject to the California Public Records Act.

Authorized Usage: District's electronic communications systems must be used solely to facilitate the business of the District. Use of the District's computers is restricted to employees. Any non-employee use of the computers is prohibited unless prior authorization is given. Employees are prohibited from changing in any way the setup and structure of the computer network. Employees are forbidden from using District electronic communication systems for private business activities, personal, or amusement/entertainment purposes. Employees are reminded that the use of District resources, including electronic communications, should never create either the appearance or the reality of inappropriate use. Inappropriate use may result in loss of access privileges and disciplinary action, up to and including termination.

Proper Usage: Employees are strictly prohibited from using District computers, e-mail systems, and Internet access accounts for personal reasons or for any improper purpose. Some specific examples of prohibited uses include, but are not limited to:

- Transmitting, retrieving, downloading, or storing messages or images that are offensive, derogatory, off-color, sexual in content, or otherwise inappropriate in a business environment.
- Making threatening or harassing statements to another employee, or to a vendor, customer, or other outside party.
- Transmitting, retrieving, downloading, or storing messages or images relating to race, religion, color, sex, national origin, citizenship status, age, handicap, disability, sexual orientation, or any other status protected under federal, state, and local laws.
- Communicating confidential District information to individuals inside or outside the District or to other

organizations, without specific authorization from management to do so.

- Sending or receiving confidential or copyrighted materials without prior authorization.
- Soliciting personal business opportunities, or personal advertising.
Gambling, monitoring sports scores for monetary gain, or playing electronic games.

User Passwords: Regardless of the circumstances, individual passwords must never be shared or revealed to anyone else besides the authorized user and issuer.

User Identity: Misrepresenting, obscuring, suppressing, or replacing a user's identity on an electronic communications system is forbidden. The username, electronic mail address, organizational affiliation, and related information included with electronic messages or postings must reflect the actual originator of the messages or postings.

No Expectation of Privacy: District may monitor and collect data about electronic communications and Internet use. Employees should expect that all information created, transmitted, downloaded, received, or stored on District computers, or other electronic devices may be accessed by the District at any time, without prior notice. Employees should not assume that they have an expectation of privacy or confidentiality in such messages or information (whether or not such messages or information is password protected), or that deleted messages are necessarily removed from the system.

Regular Message Monitoring: Contents of electronic communications may be monitored, and the usage of electronic communications systems will be monitored to support operational, maintenance, auditing, security, and investigative activities. The District reserves the right to disclose any electronic messages to law enforcement officials without prior notice to any employees who may have sent or received such messages. Employees should structure their electronic communications in recognition of the fact that District will, from time to time, examine the content of electronic communications.

Employees are reminded that all messages are District records. Therefore, District reserves the right to access and disclose all messages sent over its electronic messaging systems or stored on its computers and electronic devices.

Contents of Messages: Workers must not use profanity, obscenities, or derogatory remarks in electronic messages. Such remarks—even when made in jest—may create legal issues. Special caution is warranted because backup and archival copies of electronic mail may actually be more permanent and more readily accessed than traditional paper communications. Therefore, transmission of obscene, harassing or otherwise inappropriate messages is strictly prohibited.

Message Forwarding: Recognizing that some information is intended for specific individuals and may not be appropriate for general distribution, electronic communications users should exercise caution when forwarding messages. District's sensitive information must not be forwarded to any party outside District without the prior approval of a local Department Supervisor. Blanket forwarding of messages to parties outside District is prohibited unless the prior permission of the CEO/General Manager has been obtained.

Handling Information About Cyber Security: Employees must promptly report all information security alerts, warnings, suspected vulnerabilities, and the like to the Director of Technology. Employees are prohibited from utilizing District systems to forward such information to others, whether internal or external to District without prior authorization from the Director of Technology.

Public Representations: No media release or advertisement, Internet posting, electronic bulletin board posting, electronic mail message, voice mail message, or any other public representation about District may be issued unless it has first been approved by the CEO/General Manager prior to usage.

User Backup: If an electronic mail message contains information relevant to the completion of a business transaction, contains potentially important reference information, or has value as evidence of a District management decision, it should be retained for future reference. Most electronic mail messages will not fall into these categories, and accordingly can be erased after receipt. Electronic mail systems are not intended for the archival storage of important information, as stored electronic mail messages can be periodically expunged by systems administrators, mistakenly erased by users, and otherwise lost when system problems occur.

Archival Storage: All official District electronic mail messages, including those containing a formal management approval, authorization, delegation, or handing over of responsibility, or similar transaction, must be archived/copied to individual user archive files within the Outlook e-mail facility or Laserfiche.

Purging Electronic Messages: Messages no longer needed for business purposes must be periodically purged by Employees from their electronic message storage areas (including Outlook's out boxes, in-boxes, and file folders). It is recommended that after seven (7) days e-mail which has been sent to "Trash" will automatically be purged. Not only will this increase scarce storage space, it will also simplify records management and related activities. For Voice Mail, messages are saved for 30 days then purged. Undeliverable messages are automatically deleted.

Harassing or Offensive Materials: Sexually explicit words and images, ethnic slurs, racial epithets, religious or political statements or anything else that may be construed as harassment or disparagement of others based on their race, national origin, gender, sexual orientation, age, religious beliefs, or political beliefs may not be displayed or transmitted. Unwanted telephone calls, electronic mail, and internal mail are strictly prohibited and are cause for disciplinary action including termination. Employees are encouraged to immediately report any offensive electronic mail messages, telephone calls, and/or other communication to their Supervisor and the Human Resources Department.

The District has a telephone and radio system that is capable of recording conversations. Like many other organizations this is a standard practice that allows the recording of radio transmissions and telephone calls for quality assurance, training, compliance, and security purposes.

- To ensure that call quality and standards are being met;
- To aid in the training and coaching of our employees;
- To confirm compliance with regulatory procedures;
- To assist in an investigation;
- To provide as evidence."

7.8 EEO Statement and Non harassment Policy

Equal Opportunity Statement

The District is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of unlawful harassment, discrimination, or retaliation based on an individual's race (including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, reproductive health decision-making, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender (including gender identity and gender expression), age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, off-duty and off-premises use of cannabis, or any other status protected by federal, state, or local laws. The District is dedicated to the fulfillment of this policy in regard to all aspects of employment, including, but not limited to, recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The District will conduct a confidential, prompt, and thorough investigation of all allegations of discrimination, harassment, retaliation, or any violation of the Equal Employment Opportunity Policy. The District will take appropriate corrective and remedial action, if and where warranted. The District prohibits retaliation against any employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Supervisor or any other designated member of management.

Policy Against Workplace Harassment

The District has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's race (including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, reproductive health decision-making, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender (including gender identity and gender expression), age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, off-duty and off-premises use of cannabis, or any other status protected by federal, state, or local laws.

This policy protects all applicants and employees (including managers and supervisors) from unlawful harassment and discrimination. This includes harassment by employees, managers, supervisors, contractors, interns, volunteers, vendors, suppliers, and customers. In addition, this policy extends to conduct connected with an individual's work, even when the conduct takes place away from the workplace, such as a business trip or business-related social function.

Harassment

Harassment means disrespectful or unprofessional conduct, including disrespectful or unprofessional conduct based on an individual's race (including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, reproductive health decision-making, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender (including gender identity and gender expression), age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, off-duty and off-premises use of cannabis, or any other status protected by federal, state, or local laws.

While it is not possible to list all the circumstances that may constitute other forms of workplace harassment, some examples of conduct that may constitute workplace harassment include:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above-protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above-protected categories and that is placed on walls, bulletin boards, or elsewhere on our premises, in emails or voicemails, or otherwise circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

Sexual Harassment

Sexual harassment means harassment based on sex or conduct of a sexual nature and includes harassment based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, or gender expression. It may include all of the actions described above as harassment, as well as other unwelcome sex-based conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, or other verbal or physical conduct of a sexual nature. Sexually harassing conduct need not be motivated by sexual desire and may include situations that began as reciprocal relationships, but that later cease to be reciprocal.

Sexual harassment is generally categorized into the following two types:

- Quid pro quo sexual harassment ("this for that"), which includes:

- Submission to sexual conduct when made explicitly or implicitly a term or condition of an individual's employment.
- Submission to or rejection of the conduct by an employee when used as the basis for employment decisions affecting the employee.
- Hostile work environment sexual harassment is conduct of a sexual nature or on the basis of sex by any person in the workplace that unreasonably interferes with an employee's work performance and/or creates an intimidating, hostile, or otherwise offensive working environment. Examples include:
 - Unwelcome sexual advances, flirtation, teasing, sexually suggestive or obscene letters, invitations, notes, emails, voicemails, or gifts.
 - Sex, gender, or sexual orientation-related comments, slurs, jokes, remarks, or epithets.
 - Leering, obscene or vulgar gestures, or sexual gestures.
 - Displaying or distributing sexually suggestive or derogatory objects, pictures, cartoons, or posters or any such items.
 - Impeding or blocking movement, unwelcome touching, or assaulting others.
 - Any sexual advances that are unwelcome as well as reprisals or threats after a negative response to sexual advances.
- Conduct or comments consistently targeted at one gender, even if the content is not sexual.

Retaliation

Retaliation means any adverse employment action taken against an employee because the employee engaged in activity protected under this policy. Protected activities may include, but are not limited to, reporting or assisting in reporting suspected violations of this policy and/or cooperating in investigations or proceedings arising out of a violation of this policy.

Adverse employment action is conduct or an action that materially affects the terms and conditions of the employee's employment status or is reasonably likely to deter the employee from engaging in protected activity. Even actions that do not result in a direct loss of compensation may be regarded as an adverse employment action when considered in the totality of the circumstances.

Examples of retaliation under this policy include, but are not limited to: demotion, suspension, reduction in pay, denial of a merit salary increase, failure to hire or consider for hire, refusing to promote or consider for promotion because of reporting a violation of this policy, harassing another employee for filing a complaint, denying employment opportunities because of making a complaint or cooperating in an investigation, changing someone's work assignments for identifying harassment or other forms of discrimination in the workplace, treating people differently such as denying an accommodation, not talking to an employee when otherwise required by job duties, or otherwise excluding the employee from job-related activities because of engagement in activities protected under this policy.

Reporting Discrimination, Harassment, and/or Retaliation

If you feel that you have witnessed or have been subjected to any form of discrimination, harassment, or retaliation, immediately notify the Director of Administration or any member of management.

The District prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate corrective and/or remedial action where we find a claim has merit. If the District begins an investigation, we will endeavor to conduct the investigation in a timely manner and will keep the investigation confidential to the extent possible. In the same way, anyone involved in an investigation of harassment has an obligation to keep all information about the investigation confidential. That is why the District will only share information about a complaint of harassment with those who need to know about it. Failure to keep information about an investigation confidential may result in disciplinary action. Investigations will be documented and tracked for timely resolution.

When the investigation has been completed, the District will normally communicate the results of the

investigation to the complaining individual, to the alleged harasser, and, if appropriate, to others who are directly involved. If our policy against harassment is found to have been violated, appropriate corrective action, up to and including termination, will be taken against the harasser so that further harassment will be prevented. Both the rights of the alleged harasser and the complainant will be considered in any investigation and subsequent action.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the District determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the District may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the District will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

In addition to our internal complaint procedure, employees may also contact either the Equal Employment Opportunity Commission (EEOC) or the California Civil Rights Department (CRD) to report unlawful harassment. You must file a complaint with the CRD within three years of the alleged unlawful action. The EEOC and the CRD serve as neutral factfinders and will attempt to assist the parties to voluntarily resolve their disputes. For more information, contact the Office of Human Resources or the nearest EEOC or CRD office.

Filing of Complaints Outside Company

You may file formal complaints of discrimination, harassment, or retaliation with the agencies listed below. Contact these agencies directly for more information about filing processes.

California Civil Rights Department

2218 Kausen Drive, Suite 100

Elk Grove, CA 95758

Voice: 800-884-1684

TTY: 800-700-2320

California Relay Service: 711

Email: contact.center@dfeh.ca.gov

Main website: <https://www.calcivilrights.ca.gov>

Online sexual harassment training courses: <https://www.calcivilrights.ca.gov/shpt/>

U.S. Equal Employment Opportunity Commission

450 Golden Gate Avenue 5 West

P.O. Box 36025

San Francisco, CA 94102-3661

Phone: 800-669-4000

Fax: 415-522-3415

TTY: 800-669-6820

ASL Video Phone: 844-234-5122

<https://www.eeoc.gov/field-office/sanfrancisco/location>

8.0 Safety and Loss Prevention

8.1 Drug and Alcohol Policy

The District is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the District to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others, and will not be tolerated.

Prohibited Conduct

The District expressly prohibits employees from engaging in the following activities when they are on duty or conducting District business or on District premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The District does not discriminate against employees solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the District Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your Supervisor if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

Employer-Sponsored Events

From time to time, the District may sponsor social or business-related events where alcohol may be served. This policy does not prohibit the use or consumption of alcohol at these events. However, if you choose to consume alcohol at such events, you must do so responsibly and maintain your obligation to conduct yourself properly and professionally at all times.

Violations

Violation of this policy may result in disciplinary action, up to and including termination of employment.

8.2 Substance Abuse Policy

The District subscribes to federal and state law goals for a "drug free" workplace for the protection of employees and the public. The District prohibits the manufacture, distribution, possession, sale, purchase, exchange, negotiation for sale or purchase, or use of controlled substances in the workplace. Employees will not report for work, stand-by, or call-out duty, when under the influence of alcohol, drugs, or controlled substances. As used in this policy, "controlled substances" does not include lawful use of prescription drugs which do not impair essential job functions. As a federal contractor and recipient of federal funds, the District complies with federal law regarding the use of marijuana. The use of marijuana, including for medicinal purposes, is strictly prohibited while on the job.

An employee shall not be at work, or at any site where District work is or will be performed, drive a vehicle on District business, or operate any District equipment, with any amount of illegal drugs or alcohol in his or her system which, under the generally accepted standards applied by industrial safety consultants or hygienists, could be considered sufficient to impair the employee's ability to perform his or her job safely, efficiently or productively. Impairment which could constitute a disciplinary offense need not reach the level of impairment required for a criminal conviction for use of controlled substances or driving under the influence. For example, in the case of alcohol consumption, the .08% standard stated in California Vehicle Code § 23153 for determining driving under the influence by commercial vehicle operators would constitute impairment. Similar standards applied to commercial vehicle operators for impairment by other substances will apply. Employees may not report to work under the influence of illegal drugs. An employee with a lesser amount of alcohol or an impairing legal controlled substance in his or her system may also be considered impaired if, in the opinion of an industrial safety consultant or hygienist, such amount was in fact impairing under the circumstances. Consumption of alcohol on the job, possession of open containers of alcohol on the job, or the ingestion or possession of impairing controlled substances or illegal substances

while on the job shall constitute per se violations for which termination is authorized. Any conduct on the job that constitutes, or knowingly aids and abets in the manufacture, distribution, dispensing, transfer, or sale of controlled substances to any person, or that constitutes the provision of alcohol to a minor, shall constitute a per se violation of this policy for which termination is authorized.

When an employee is placed on medication from a health care provider licensed by the State of California to prescribe medications, which may impair his or her ability to perform essential job functions, that employee must immediately notify his or her supervisor before returning to work. The District reserves the right to require employees to provide proof that any prescribed medication will not impair the employee in the performance of normal duties and will not create an unsafe environment for other District employees or the public. For purpose of this policy a prescribed medication which is not prescribed for the subject employee is an "illegal drug."

An employee may seek counseling or treatment for alcohol or substance abuse privately, or through a District health insurance provider. An employee who voluntarily discloses a substance abuse problem will not be disciplined solely based on the above-described drug or substance abuse if the employee voluntarily agrees to a certified rehabilitation program and testing and remains in compliance with this policy.

An employee reasonably suspected of violating this policy, and who has not disclosed a substance abuse problem, will be requested to submit to substance testing which may require the employee to provide a sample of urine, saliva, or blood for chemical analysis. Any unreasonable refusal by the employee to submit to such testing may result in disciplinary action, up to and including termination. Reasonable suspicion exists when significant and observable changes in employee performance, appearance, behavior, speech, etc., provide reasonable suspicion of being under the influence of drugs and/or alcohol. A refusal to consent will not be deemed to be "reasonable" unless the employee had a right to refuse to give such consent under applicable state or federal law.

No employee should consider any vehicle, desk, locker, toolbox or other facility, equipment, or property of the District to be his or her "private" property. The District may conduct unannounced searches of District vehicles, desks, lockers, toolboxes, facilities, equipment, computers and District property for illegal drugs or alcohol, or other unlawful contraband or unlawful use of equipment. Employees who do not cooperate during such searches will be considered insubordinate.

Searches of employees and their personal property may be conducted when there is reasonable suspicion that an employee is in violation of this policy. Any refusal to submit to a search could result in disciplinary action, up to and including termination.

Violation of this policy may result in the following, depending on the severity of the violation:

- An employee testing positive for a controlled substance will be immediately placed on leave and may be required to complete a certified rehabilitation program approved by the District. The employee may be offered a "Last Chance Agreement" detailing terms under which the employee may be allowed to return to work following successful completion of a rehabilitation program. Failure of the employee to complete the program and required conditions (which may include follow-up testing) will result in immediate termination.
- Any employee testing positive for a controlled substance within one year following rehabilitation will be terminated immediately.

Any employee involved in the manufacture, distribution, or sale of a controlled substance, whether or not such action occurred at the workplace, or found to have provided a controlled substance to another employee, will be terminated. Employees who have been made a conditional offer of employment must submit to and pass a drug-screening test. Offers of employment are conditional and subject to the passing of a drug screen for prohibited substances. Failure of an applicant to pass or to submit to the drug screen will result in the applicant's disqualification for employment.

- Employees must provide, within twenty-four (24) hours of a request, verification of a current valid prescription for any potentially impairing drug or medication identified when a drug screen/test is positive. The prescription must be in the employee's name.

- Employees must notify their supervisor of any arrest or conviction under a criminal drug statute within five (5) working days of the arrest or conviction. (Disciplinary action shall not be taken based solely on the arrest, however, disciplinary action may be taken based upon the failure to notify);
- Failure of an employee to comply with this policy or failure to consent to "for cause" and/or pre-placement testing will result in termination or withdrawal of employment offer. Any attempt to adulterate, dilute, or substitute a test specimen is a "refusal-to-test."
- Employees shall be advised in writing of the District's Alcohol and Drug Abuse Policy and Program. Selected managers and supervisors shall attend at least one hour of training on alcohol misuse and at least one hour of training on controlled substances misuse, to include the following issues:
 - Alcohol and drug abuse recognition, symptoms and effects.
 - Methods of identifying and helping employees who might be suffering from personal problems that could signal possible alcohol or drug problems.
 - Methods of referring employees who may be subject to the effects of alcohol and/or drugs to the EAP.
 - District policies and procedures related to handling employees who appear to be under the influence.
 - Documentation of observations and impressions of persons who show effects of alcohol and/or illegal drugs and reasonable suspicion.
 - Alcohol and drug testing policy, rules, procedures, and safeguards.
 - Benefit programs and alternatives available.
 - Safety aspects of alcohol or drug problems in both work and social environment.
 - Training shall be at District expense.

Testing Requirements/Definitions:

- Pre-employment testing: As a pre-qualification to assuming any position, prospective employees who have received and accepted a conditional offer of employment are required to provide a body substance sample (saliva, blood, or urine) for drug testing. This occurs in conjunction with the pre-employment medical examination.
- Fitness-for-Duty or Reasonable Suspicion Testing: Testing may be required if significant and observable changes in employee performance, appearance, behavior, speech, etc., provide reasonable suspicion of being under the influence of drugs and/or alcohol. If reasonable suspicion exists, the employee will be referred to a medical professional for evaluation. The medical professional will evaluate the employee, and, based on the evaluation, determine whether a test for drugs and/or alcohol shall be administered.
- Accident or Incident: Testing may be required when an accident or incident occurs which nature creates reasonable suspicion of impairment of ability or judgment due to alcohol or drugs. Post-accident alcohol tests shall be administered within eight (8) hours following an accident. A post-accident drug test shall be administered within thirty-two (32) hours following an accident. An "accident" is defined as an incident involving a vehicle where, as a result of damage:
 - a vehicle must be transported away from the site of the accident; or
 - a vehicle cannot depart from the site in its usual manner without some repair and/or maintenance; or
 - a vehicle can depart from the site in its usual manner but will later require some repair and/or maintenance for safe operation; and/or
 - bodily injury occurs to the driver and/or another individual(s): which requires medical attention to said driver and/or another individual; and/or which results in death.
- "Legal Drug" includes prescribed drugs and over-the-counter drugs which have been legally obtained and are being used for the purpose for which they are prescribed or manufactured.
- "Illegal Substance" means any drug which is not legally obtainable, or which is legally obtainable but has not been legally obtained. The term includes prescribed drugs not being used for prescribed purposes.
- An employee is "Under the Influence" of an illegal substance, alcohol, or legal substance that interferes with an employee's ability to perform their essential duties, if any measurable amount of a substance, or a metabolite of that substance, is detected in the employee's circulatory system through a blood analysis, urine screen, or saliva test.

General Information / Process:

- District will make every effort to protect the confidentiality of drug and/or alcohol test results.
- Non-Compliance with a supervisor's request to submit to a fitness for duty test and/or drug or alcohol test under these policies, noncompliance with a supervisor's request that the employee leave the work area, or any other reasonable request designed to safeguard the quality of care, the working environment and/or safety of the workplace, the employees or the public, is viewed as insubordination and is subject to appropriate disciplinary action.
- Negative test results warrant re-instatement and pay for the time off work, unless other factors warrant termination or discipline, such as an admission of current illegal drug use or poor performance.
- Violation of any aspect of this policy may lead to corrective action, up to and including immediate termination of employment. Such violation may also have legal consequences.
- All test results will be reviewed by an appropriate licensed medical professional to ensure the positive results are not caused by legitimate use of prescription medication.
- Test results are not revealed to outside agencies or employees unless required by legal process including licensing agencies, unless the information is placed at issue in a formal dispute between the employer and employee, to the extent necessary to administer an employee benefit plan (such as a health insurance plan), or where the information is needed by medical personnel to treat an employee during an emergency when the employee is unable to authorize disclosure. (31 C.F.R. 56.20(c).)
- An employee suspecting another employee is under the influence, or smells of alcohol, is obligated to inform that employee's supervisor of his/her suspicion.

8.3 General Safety

It is the responsibility of all District employees to maintain a healthy and safe work environment, report any health or safety hazards, and follow the District health and safety rules. Failure to do so may result in disciplinary action, up to and including termination of employment. The District also requires that all occupational illnesses or injuries be reported to your Supervisor as soon as reasonably possible and that an occupational illness or injury form be completed on each reported incident.

8.4 Workplace Tobacco Usage

The District is concerned about the detrimental effects of smoking and secondhand smoke inhalation. Smoking (including the use of electronic vaping products such as e-cigarettes) is prohibited in the following:

- District offices.
- District vehicles.
- Tenant areas.
- Restrooms.
- Areas where signs are posted prohibiting smoking.
- Other areas defined by the employer.

The District also prohibits the use of smokeless tobacco (e.g., chewing tobacco, dip, and snuff) in such areas.

The District will not discriminate against employees based on their off-premises, off-duty tobacco usage.

8.5 Workplace Violence

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of the District, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

Zero Tolerance Policy

The District has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on District property or while performing District business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

Reporting Incidents of Violence

Report to your Supervisor, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to your Supervisor or appropriate department.

8.6 Heat Illness Prevention

The District is committed to complying with all applicable laws and ensuring that employees avoid heat illness while working outside. Heat illness may begin with mild symptoms and progress quickly to signs of serious and life-threatening illness. All employees who work outdoors and are reasonably anticipated to be exposed to the risk of heat illness will be provided detailed training before starting work involving a risk of heat illness.

This policy ensures that employees working outdoors understand they are allowed and encouraged to take preventative cool-down rest periods in provided shaded areas whenever they feel the need to protect themselves from overheating.

You may also be asked to take a cool-down rest period if you are observed having any signs of heat illness.

Access to shade is permitted at all times. Cool-down periods are not limited in frequency and are considered time worked.

When taking a preventative cool-down rest period:

- You will be monitored and asked if you are experiencing any symptoms of heat illness.
- You will be encouraged to remain in the shade.
- You will not be ordered back to work until any signs or symptoms of heat illness have abated, but in no event sooner than five minutes after accessing shade, excluding the time needed to access the shade.

The District provides fresh, pure, and suitably cool drinking water at no charge. When the work environment is hot, you are encouraged to frequently drink small cups of water, with up to four cups (one quart or more) per hour recommended, to stay hydrated.

The District has in place effective emergency response procedures if you show signs or report symptoms of heat illness while taking a preventative cool-down rest period.

You must immediately report to your Supervisor if you experience any symptoms or signs of heat illness or see signs of heat illness in co-workers so that the District can respond with medical attention, as appropriate.

The District will not discriminate or retaliate against employees who take preventative cool-down rest periods in accordance with this policy.

9.0 Trade Secrets and Inventions

9.1 Confidentiality and Nondisclosure of Trade Secrets

As a condition of employment, District employees are required to protect the confidentiality of District and tenant trade secrets, proprietary information, and confidential commercially-sensitive information.

If you have information that leads you to suspect that employees are sharing such information in violation of this policy and/or competitors are obtaining such information, you are required to inform your Supervisor or appropriate department.

Violation of this policy may result in disciplinary action up to and including termination, and may subject the violator to civil liability.

10.0 Customer Relations

10.1 Customer, Tenant, and Visitor Relations

The District strives to provide the best products and services possible to our customers and tenants. Our customers and tenants support the District and generate your wages. You are expected to treat every customer, tenant, or visitor with the utmost respect and courtesy during your working time. You should never argue or act in a disrespectful manner towards a visitor or customer during your working time. If you are having problems with a customer, tenant, or visitor, notify your Supervisor immediately. If a customer, tenant, or visitor voices a suggestion, complaint, or concern regarding our products or services, inform your Supervisor or a member of management. Lastly, make every effort to be prompt in following up on customer, tenant, or visitor orders or questions. Positive customer, tenant, and visitor relations will go a long way to establishing our District as a leader in its field.

11.0 Accommodations

11.1 Accommodations for Pregnant Employees

The District will provide reasonable accommodation to pregnant employees for known limitations related to pregnancy, childbirth, or other related medical conditions in accordance with the federal Pregnant Workers Fairness Act (PWFA).

Examples of potential reasonable accommodations include:

- Seating;
- Closer parking;
- Flexible hours;
- Appropriately sized uniforms and safety apparel;
- Additional break time to use the bathroom, eat, and rest;
- Leave or time off to recover from childbirth;
- Limitations on strenuous activities; and
- Limitations on strenuous activities or those that involve exposure to compounds not safe for pregnancy.

If you require an accommodation, notify your Supervisor. If the need for a particular accommodation is not obvious, you may be asked to include relevant information such as:

- The reason you need an accommodation.
- A description of the proposed accommodation.
- How the accommodation will address limitations caused by pregnancy, childbirth, or related medical conditions.

The District will not require you to accept any accommodation without engaging in the interactive process to accurately understand your limitations and explore potential accommodations. The District is not required to make your specific requested accommodation and is not required to provide any accommodation that would constitute an undue hardship on the District.

If leave is provided as a reasonable accommodation, it may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by law.

The District will comply with applicable state or local laws that provide additional protections beyond the PWFA.

The District will not retaliate against employees who request or receive an accommodation under this policy.

11.2 Disability Accommodation

The District complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the District will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Director. You may be asked to include relevant information such as:

- The reason you need an accommodation.
- A description of the proposed accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the District will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the District in connection with a request for accommodation will be treated as confidential.

The District encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the District is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the District.

Where state or local law provides greater protections to employees than federal law, the District will apply the law that provides the greatest benefit to employees.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The District will not discriminate or retaliate against employees for requesting an accommodation.

11.3 Accommodations for Victims of Crime or Abuse

The District will provide reasonable accommodations to employees who are the victims of domestic violence, sexual assault, or stalking who request an accommodation for their safety while at work, provided the accommodation does not create an undue hardship on the District.

Reasonable accommodations may include the implementation of safety measures such as:

- A transfer, reassignment, or modified schedule.
- A change in telephone number or workstation, or installed lock.
- Assistance in documenting domestic violence, sexual assault, stalking, or other crime that occurs in the workplace.
- An implemented safety procedure or other adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking, or other crime.
- Referral to a victim assistance organization.

Upon receiving a request, the District will engage in a timely, good faith, and interactive process with you to determine effective reasonable accommodations.

If you no longer need an accommodation, you must notify the District that the accommodation is no longer needed. If circumstances change and you need a new accommodation, you must request one.

Certification

When requesting a reasonable accommodation, you will be asked to submit a signed, written statement certifying that the accommodation is for an authorized purpose. You may also be asked to provide documentation that demonstrates your status as a victim of domestic violence, sexual assault, stalking, or ongoing circumstances related to the crime or abuse, such as:

- A police report showing that you were a victim.
- A court order protecting you from the perpetrator or other evidence from the court or prosecuting attorney that you appeared in court.
- Documentation from a medical professional, domestic violence counselor, sexual assault counselor, victim advocate, health care provider, or counselor showing that your absence was due to treatment for injuries from the crime or abuse.
- Any other form of documentation that reasonably verifies that the crime or abuse occurred.

Unpaid Leave

If you are a victim, the District will also provide you with unpaid leave to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of you or your child.

For purposes of unpaid leave, **victim** includes:

- A victim of stalking, domestic violence, or sexual assault.
- A victim of a crime that has caused physical injury, or mental injury and a threat of physical injury.
- A person whose immediate family member is deceased as the direct result of a crime.

Crime means a crime or public offense anywhere that would constitute a misdemeanor or a felony if the crime had been committed in California by a competent adult, regardless of whether any person is arrested or prosecuted for, or convicted of, committing the crime.

Immediate family member means:

- Your spouse or domestic partner.
- Your child, which includes, regardless of age, a biological, adopted, or foster child; stepchild or legal ward; the child of your domestic partner; a child to whom you stand in loco parentis; or a person to whom you stood in loco parentis when the person was a minor.
- Your (or your spouse's or domestic partner's) biological, adoptive, or foster parent, stepparent, or legal guardian, or a person who stood in loco parentis of you or your spouse or domestic partner when you or they were a minor child.
- Your biological, foster, or adoptive sibling, step-sibling, or half-sibling.
- Any other individual whose close association with you is the equivalent of a family relationship described above.

You may use available vacation, personal leave, accrued paid sick leave, or compensatory time off for your leave.

Notice

You must provide reasonable advance notice of your intent to take leave for the above reasons unless advance notice is not feasible. If an unscheduled absence occurs, you must provide the following documentation within a reasonable amount of time after your absence:

- A police report indicating that you were a victim;
- A court order protecting or separating you from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney stating that you have appeared in court; or
- Documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider, or counselor stating that you were undergoing treatment or receiving services for physical or mental injuries or abuse resulting from the crime or abuse.

Confidentiality

The District will maintain the confidentiality of anyone requesting time off or requesting an accommodation under this policy, except as required by federal or state law or as necessary to protect your safety in the workplace.

Retaliation

The District will not retaliate against employees for their status as a victim of crime or abuse or for requesting or taking leave or a reasonable accommodation in accordance with this policy.

11.4 Accommodations for Nursing Mothers

The District is required by law to provide requesting employees who are nursing mothers with certain accommodations to express milk. Accordingly, the District will provide nursing mothers with:

- Reasonable break time to express milk for their infant child each time the mother has the need to express milk; and
- A private room or other location, other than a restroom, in close proximity to their work area that is shielded from view and free from intrusion, to express breast milk.

Requesting Accommodation

If you have the need for accommodation, contact your Supervisor. If the District cannot provide break time or a location that complies with the above, the District will provide you with a written response.

Break Times

Regarding break times, employees may use regular paid rest breaks or may take other reasonable break time when needed. If possible, the break time should run concurrently with scheduled meal and rest breaks already provided to you. If the break time cannot run concurrently with meal and rest breaks already provided or additional time is needed, break times will be unpaid except where federal or state law dictates otherwise.

Lactation Room or Location

The provided lactation room or location will:

- Be safe, clean, and free of hazardous materials.
- Contain a surface to place a breast pump and personal items.
- Contain a place to sit.
- Have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump.

Multipurpose rooms may be used as lactation space if they satisfy the above requirements; however, use of the room for lactation purposes must take priority over other uses.

Milk Storage

Expressed milk can be stored in District refrigerators. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator. If a refrigerator cannot be provided, the District will provide another cooling device suitable for storing milk. You may also elect to bring a personal cooler for storage.

Retaliation

The District will not retaliate against employees who request or obtain an accommodation in accordance with this policy.

Right to File Complaint

If you feel the District is not providing you with adequate break time and/or a place to express milk as provided for in Labor Code § 1030, you may file a report/claim with the Labor Commissioner's Bureau of Field Enforcement (BOFE) at the BOFE office nearest your place of employment. The complaint must be filed within three years of the alleged unlawful action.

In addition, if you believe you have been a victim of retaliation for either asserting a right to lactation accommodation or for complaining to the Labor Commissioner about the failure of the District to provide this accommodation, you may file a retaliation claim with the Labor Commissioner's Office pursuant to Labor Code § 98.7. This claim must be filed within six months of the alleged retaliation.

Under certain circumstances, the District may be relieved of the duty to provide all or some of the above benefits if doing so would impose an undue hardship on the District.

11.5 Religious Accommodation

MOJAVE AIR & SPACE PORT recognizes the diversity of religious beliefs and is committed to providing equal employment opportunities to all employees, regardless of their religious beliefs and practices or lack thereof. Consistent with this commitment, the District complies with Title VII of the Civil Rights Act of 1964 and all applicable state and local laws that prohibit employment discrimination on the basis of religion. The District will reasonably accommodate the sincerely held religious beliefs of employees if the accommodations would resolve a conflict between the individual's religious belief or practice and a work requirement, unless doing so would create an undue hardship for the District.

Requesting a Religious Accommodation

If you need an accommodation because of your religious beliefs or practices, make the request with your Supervisor. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need the accommodation.
- How the accommodation will help resolve the conflict between your religious beliefs or practices (or lack thereof) and your work requirements.

After receiving your request, the District will engage in an interactive dialogue with you to explore potential accommodations that could resolve the conflict between your religious beliefs or practices and work requirements. The District encourages you to suggest specific reasonable accommodations. However, the District is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the District.

The District will not discriminate or retaliate against employees who, in good faith, request a religious accommodation under this policy.

Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the MOJAVE AIR & SPACE PORT Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the District has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the Board of Directors of the District. I also understand that any delay or failure by the District to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the District or affect the right of the District to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized District representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA). This handbook is not intended to violate any local, state, or federal law. No provision or policy applies or will be enforced if it conflicts with or is superseded by any requirement or prohibition contained in federal, state, or local law, or regulation. Furthermore, nothing in this handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to, or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), Securities and Exchange Commission (SEC), or any other federal, state, or local agency charged with the enforcement of any laws.

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by MOJAVE AIR & SPACE PORT.

If I have any questions about the content or interpretation of this handbook, I will contact the Director of Administration.

Signature

Date

Print Name