



## RGS BOARD AGENDA

*Agenda materials may be viewed on the Agency's web site or by contacting the Executive Director prior to the meeting.*

### REGULAR MEETING

April 16, 2015

2:20 p.m.

**Larkspur City Hall  
City Council Chambers**  
400 Magnolia Avenue  
Larkspur, CA 94939

#### 1. CALL TO ORDER

#### 2. CHANGES TO THE ORDER OF AGENDA

#### 3. PUBLIC COMMENT

Each speaker is limited to two minutes. If you are addressing the Board on a non-agenda item, the Board may briefly respond to statements made or questions posed as allowed by the Brown Act (Government Code Section 54954.2). However, the Board's general policy is to refer items to staff for attention, or have a matter placed on a future Board agenda for a more comprehensive action or report.

#### 4. APPROVAL OF CONSENT AGENDA

Consent agenda items are considered to be routine and will be enacted by one motion. There will be no separate discussion on these items unless members of the Board, staff or public request specific items to be removed for separate action.

- A. Approval of **April 3, 2015** Minutes
- B. Approval of San Rafael JPA Membership End
- C. Approval of Fiscal Year 2016 Budget
- D. Approval of Fiscal Year 2014 Audited Financial Statements
- E. Approval of Additional Contribution to MSA Claims Reserves

Action  
Action  
Action  
Action  
Action

#### 5. TREASURER'S REPORT - None

#### 6. OLD BUSINESS - None

#### 7. NEW BUSINESS

- A. Approval of the Annually Updated and Revised Personnel Rules, Regulations and Policies
- B. Approval of the Salary Schedule
- C. Appoint Alternate Member to the Finance Committee

Action  
Action  
Action

#### 8. ADJOURN

**The next Regular Meeting will take place on August 20, 2015 at 1:00 p.m. at Walnut Creek.**

#### ***Americans with Disabilities Act***

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Richard Averett at (650) 587-7301. Notification in advance of the meeting will enable Agency to make reasonable arrangements to ensure accessibility.

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**REGIONAL GOVERNMENT SERVICES AUTHORITY  
BOARD OF DIRECTORS MINUTES  
APRIL 3, 2015**

The Regional Government Services Authority held a special meeting of the Board of Directors on April 3, 2015 via teleconference. The meeting was called to order at 2:37 p.m.

**1. CALL TO ORDER**

Members Present: Ken Nordhoff, Chair  
Chris Foss, Member  
Steve Rogers, Member  
Members Absent: Dan Schwarz, Vice-Chair  
Herb Pike, Member  
Other Attendees: Richard Averett, Executive Director  
Jeff Kise, Finance and Operations Manager

**2. CHANGES TO THE ORDER OF AGENDA - None**

**3. PUBLIC COMMENT – None**

**4. APPROVAL OF CONSENT AGENDA**

A. Approval of **August 21, 2014** Minutes  
**Action:** Moved and seconded (Rogers/Foss) to approve consent agenda.  
**AYES:** Nordhoff, Foss, Rogers  
**NOES:** None  
**ABSTAIN:** None

**5. TREASURER’S REPORT - None**

**6. OLD BUSINESS - None**

**7. NEW BUSINESS**

A. Approval of JPA’s intent that MSA assume administrative and fiduciary responsibility for founding Members’ prior claims. Executive Director Averett presented the report, outlining the purpose of the action to confirm the Board’s intent when forming Municipal Services Authority (MSA) was that the insurance JPA would pay claims expenses of the founding Members originating from prior to MSA formation.  
**Action:** Moved and seconded (Foss/Rogers) to approve the recommended action to assume administrative and fiduciary responsibility for founding Members’ prior claims.  
**AYES:** Nordhoff, Foss, Rogers  
**NOES:** None  
**ABSTAIN:** None

**8. ADJOURNMENT –** The meeting adjourned at 2:41 p.m. The next regular meeting is scheduled for April 16, 2015 at 1:00 p.m. in Larkspur.



**TO:** BOARD OF DIRECTORS  
**FROM:** RICHARD AVERETT, Executive Director  
**SUBJECT:** APPROVAL OF FY2016 BUDGET FOR RGS

**BOD Meeting: 04-16-2015**

**Item: 4C**

### **RECOMMENDATION**

Review and approve the proposed FY2016 Budget for RGS.

### **BACKGROUND**

Fiscal Year (FY) 2016 proposed budget for Regional Government Services Authority was prepared in accordance with overall direction provided by the Finance Committee, Executive Committee and Board of Directors. The budget is presented in a format similar to P&L financial reports provided to the Executive Committee at their regular meetings. Several budget assumptions have been made in developing these budgets. They are:

- Each JPA's budget is prepared separately, with RGS providing most operational services and all administrative staffing. Therefore, LGS and MSA reimburse RGS for administrative/overhead costs.
- Individual Client expenditures and reimbursement revenues can fluctuate from year to year, but no major clients (i.e. those from whom revenues exceed \$500,000 annually) are assumed to be leaving or to be added in next year's budget cycle. Changes in other client budgets, as projects are completed and new clients are added, are assumed to balance out and therefore, the proposed Authority budget assumes conservatively stable or 'no net growth'.
- In the last quarter of FY2015, the rate model used to calculate cost of services was updated to begin implementation of small fee increases for administrative and insurance cost recovery. These increases will be phased in beginning with new clients and eventually with existing clients. By the end of FY2016, these increases should result in additional combined revenues slightly in excess of \$100,000.

Net Equity minimum target for FY2015 is \$500,000. Staff projects that net equity for RGS will exceed the target; therefore, is proposing the same target level for FYE 2016, and is separately proposing an additional contribution to MSA in order to restore MSA reserves to the target level by the end of the 2015 fiscal year. Additional claims liabilities could again reduce reserves below target level.

### **FY2014 FINANCIAL PERFORMANCE**

The RGS unaudited FY2014 results show net income declining \$20,073 due to an additional contribution of \$125,000 to MSA claims reserves.

### **FY2015 PROJECTED FINANCIAL PERFORMANCE**

The RGS 2015 budget was adopted in May 2014, with a net gain of \$39,154. Projected FYE is a loss of \$948. The number of clients and client revenue has grown significantly, but increased administrative support costs (for example, website revamping, sponsorships of and exhibitions at public sector trade conferences), benefit costs and substantial investments in Advisor training have

temporarily offset revenue growth. Third quarter rate increases should cover these cost increases and will enable the JPA to better support its employer role and provide more comprehensive, quality services to its partner agencies. The number of agencies currently served increased approximately 20 percent during the fiscal year, to 65 agencies; 136 agencies have been served since the agencies began operations January 1, 2002.

**FY2016 PROPOSED BUDGET**

FY2016 proposed budget for RGS is for a net equity gain of \$52,000. Expenses are budgeted at FY2015 Projected levels with the exception of a five percent increase in MSA insurance costs. Additional fee revenue is projected to more than offset MSA Member share increases. This budget continues the JPA investment in Advisor professional develop and administrative capacity to continue providing services to an increasing number of public agencies. Stable financial performance enables the JPA to continue funding for Member Agency training. \$60,000 has been included for this purpose in the FY2016 proposed budget.



**TO:** BOARD OF DIRECTORS **BOD Meeting: 4-16-2015**  
**FROM:** RICHARD AVERETT, Executive Director/CFO **Item: 4D**  
**SUBJECT: APPROVAL OF AUDIT REPORT FOR FISCAL YEAR ENDING JUNE 30, 2014**

### **RECOMMENDATION**

Review and approve the independent audit reports for fiscal year (FY) 2014.

### **BACKGROUND**

The outside audit firm of James Marta and Company was retained to complete the FY2014 audit. Copies of the June 30, 2014 audited financial statements, along with copies of the June 30, 2014 audit reports, Management Letters and Board Communications and additional detail on the responses to auditor's comments have been included in the Finance Committee meeting packet. Audited financial statements are also posted to the JPA web site.

### **AUDIT RESULTS**

Audit results are summarized below, with more information and analysis in the Management Discussion and Analysis section of the audit report. FY2014 results reflect the continuing investment made to enhance capacity and financial sustainability of the JPA, and the impact of retrospective period adjustments of the former liability carrier. The positive net financial position of the JPA will permit a continued ability to provide quality services to our clients and employees.

### ***RGS FINANCIAL HIGHLIGHTS***

- Net income increased \$50,667 over the prior fiscal year.
- Due to changing the retiree benefit program from a defined benefit to a defined contribution plan, the Authority reduced long-term liability by \$211,959.
- RGS contributed an additional \$125,000 to MSA claims reserve above its budgeted Member share.
- Revenues from client reimbursements for services provided increased \$936,451 in FY2014 from the FY2013.
- Net Assets at the end of the fiscal year are \$968,816, considerably above the minimum target of \$500,000. This change is primarily due to the assumption by MSA of prior period claims expenses and the release of long-term liability associated with the change in retiree medical benefit.



**TO:** BOARD OF DIRECTORS **BOD Meeting: 4-16-2015**  
**FROM:** RICHARD AVERETT, Executive Director/CFO **Item: 4E**  
**SUBJECT: ADDITIONAL CONTRIBUTION TO MSA FOR INSURANCE RESERVES**

**RECOMMENDATION**

Authorize an additional contribution to MSA of \$468,816 for insurance reserves.

**BACKGROUND**

Audited financial statements for June 30, 2014, show unrestricted net equity of \$968,816. This net position improved markedly over the targeted equity balance of \$500,000 for two primary reasons: insurance liability for claims expenses is now booked against the JPA's insurance pool (Municipal Services Authority); and the JPA has converted its retiree medical benefit from a defined benefit plan to a defined contribution plan. Both of these measures effectively removed liabilities from the JPA, resulting in net equity substantially above target.

California Joint Powers Insurance Authority (CJPIA) issued the RGS loss run for claims originating while the Agency was a member of the CJPIA insurance pool. Final costs of these claims and any other pool costs passed through to MSA are not known at this time, but are expected to be in the \$1.5M to \$2 Million range. Other claims, originating subsequent to MSA's formation, must also be considered in the reserve funding plan.

Transferring claims liability to MSA, along with other incurred but not reported liability for the MSA pool, has resulted in MSA net equity for FYE2014 of \$374,334. Contributions from both MSA member agencies, as recommended by staff, would increase MSA fiscal-year-end net equity before FY15 audit adjustments for insurance claims to \$1.16M. MSA's target net equity is \$1,050,000.

**FISCAL IMPACT**

An additional contribution of \$468,816 to MSA claims reserves would result in lowering the RGS net financial position to the \$500,000 target.



**TO:** BOARD OF DIRECTORS  
**FROM:** JENNIFER BOWER, Director of Human Resources  
**SUBJECT:** PERSONNEL RULES, REGULATIONS AND POLICIES

**BOD Meeting: 04-16-2015**

**Item: 7A**

### **RECOMMENDATION**

Approval of the annually updated and revised personnel rules, regulations, and policies.

### **BACKGROUND**

The Board has previously adopted JPA rules and regulations. Each year staff reviews these Rules, Regulations, and Policies to ensure clarity and compliance with new laws and operational changes.

- In 2008, staff performed a major update of the rules and regulations to make them more specific to the JPAs. In that revision, the two agencies' rules and regulations were combined into a single document.
- In 2012, the Municipal Services Authority was included.
- In 2013, there was a major restructuring of how the individual sections were organized.
- In 2015, there was again a full review of the document to ensure compliance with statutes and regulations as well as consistency in language.

All updates to the document are reviewed an attorney specializing in employment law to ensure legal compliance with recent common law and practices.

As you know, updates to this document are made as needed, and brought to the Board once a year. Attached is the revised document for 2015 with the changes tracked and some comments inserted to help the Board understand why some sections were modified.

### **ANALYSIS**

The Personnel Rules, Regulations and Policies are in one all-encompassing document. Given the nature of the JPAs, with employees at various worksites, there is a need for employees to be able to use one document to find information relevant to employment rules and policies. This document is now available on the ESelfServe Payroll program, which is where many agency personnel-related documents are placed for easy access.

### **FISCAL IMPACT**

There is no fiscal impact of approving these updates to the JPAs' Personnel Rules, Regulations and Policies.

### **CHANGES FOR THIS YEAR**

Please note that the different colored fonts are from changes recommended by me, Tiffany Bose – a new human resources advisor, and Terry Romer, legal counsel.

- Changing language to reflect the Agency's focus that its clients are truly business partners of the JPAs.

- Clarifying exclusive bargaining provisions.
- Adding language for the new Affordable Care Act medical plan requirements; safe harbor requirements; and look back measurement requirements.
- Adding language on paydays, direct deposit, check stubs and tax documents. This has been a long standing practice and is now described in the personnel rules and regulations.
- Clarifying outside employment provisions.
- Defining Agency work products.
- Clarifying the Reinstatement provisions, when they apply, and what benefit the reinstatement employee may receive.
- Clarifying further familial working relationships.
- Clarifying accommodation language to be consistent with current standards.
- Eliminating the need for bridge toll receipts.
- Adding per diem rates for JPA administrative employees only.
- Clarifying compensatory time language.
- Expanding bereavement leave language.
- Clarifying job-incurred disability absences as provided for by law.
- Adding a personal leave section.
- Clarifying the holiday provision while on unpaid leave.
- Clarifying military leave for reservists.
- Expanding the parental leave provision.
- Clarifying sick leave and adding in a provision for the new California sick leave law, effective 7/1/2015.
- Clarifying the kin care provision.
- Clarifying fitness for duty evaluations and light duty assignments.
- Clarifying the workplace violence prevention provision.
- Modifying administrative staff cell phone/technology allowances.

Finally, minor formatting and updating of the Table of Contents will occur once all changes have been approved and accepted.



**Regional Government Services, JPA  
and  
Local Government Services, JPA**

**Personnel Rules,  
Regulations, and Policies**

**Revised and Approved  
~~February~~ ~~November 2014~~ April 2015**

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Regional Government Services (RGS)

And

Local Government Services (LGS)

And

~~Regional Government Services (RGS)~~

## Personnel Rules, Regulations, and Policies

**WHEREAS**, the Boards of Directors for Local Government Services (LGS) and Regional Government Services (RGS) (collectively the JPAs) are authorized to adopt rules and regulations for the administration of the personnel system; and

**WHEREAS**, the objectives of these Personnel Rules and Regulations are to facilitate efficient and economical services to the public and to provide for an equitable system of personnel management; and

**WHEREAS**, these Personnel Rules and Regulations set forth those procedures that ensure similar treatment for persons who apply for, are selected for, or who are employed by the Agencies, and define many of the obligations, rights, privileges, and prohibitions that are placed upon all employees in the service of the JPA; and

**WHEREAS**, at the same time, within the limits of administrative feasibility, considerable latitude shall be given to Executive Director and designee in the interpretation of these rules; now, therefore, be it

**RESOLVED**, that the Board of Directors of the JPA does hereby adopt the following Personnel Rules and Regulations.

## Table of Contents

Note, this Personnel Rules, Regulations, and Policies manual is divided up into Parts, then Sections, and finally subsections. The general categories for each Part are General Information, Employment, Policies, Procedures, and Safety. Some Parts will overlap with other Parts, and are placed only in one area so as not to confuse the reader. It is important that if the reader considers something to in one category, but cannot locate it there, then all other Parts should be checked to ascertain if the item is in another area.

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All policies affect all LGS or RGS employees regardless of at-will status. Policies in Part G affect only RGS administrative staff who support the JPA functioning.

## **PART A – GENERAL PROVISIONS**

### **Section 1 Introduction**

- 1.1 **JPA:** Local Government Services and/or Regional Government Services, herein after, the JPAs, provide services to a variety of ~~clients~~ service partners (client partners or partner agencies) with employees assigned to perform those services. Employees are JPA representatives when performing services.
- 1.2 **Board of Directors and Executive Committee:** The Boards of Directors for Local Government Services and Regional Government Services are each comprised of one representative from each member organization. Member organizations are the City of Larkspur and the Association of Bay Area Governments.
- 1.3 **Name:** These Personnel Rules, Regulations, and Policies (hereafter “Rules”) generally describe the employment relationship between the Local Government Services (LGS) and Regional Government Services (RGS) and their employees. These Rules apply to both LGS and RGS JPA employees, except where otherwise indicated in these Rules or where an applicable employee agreement specifically conflicts with a Rule, in which case the employee agreement provision shall govern. These Rules do not apply to appointive officers of the either JPA Governing Board or executive committee members.
- 1.4 **Conflicting Rules:** These Rules were established to conform and be complementary to JPA policies. In cases where there is deemed to be a conflict between a Rule and the policies, the policies shall prevail.
- 1.5 **Additional Rules:** ~~Client unit~~ Partner agency managers are the executive leadership of ~~client-partner agency~~ organizations who may issue additional rules or policies as deemed necessary for the efficient administration of the unit. However, such ~~Client partner agency unit~~ rules or policies shall not conflict with these Rules. In cases where there is deemed to be a conflict between a ~~Client unit partner agency~~ rule and these Rules, these Rules shall prevail.
- 1.6 **Amendments:** These Rules may be amended from time to time and approved by both JPA Governing Boards.
- 1.7 **Accessing Rules:** These Rules are available to all employees and are posted on JPA websites. Each employee is responsible for reading and complying with them.
- 1.8 **Violation of Rules:** Violations of the provisions of these Rules shall result in disciplinary action, up to and including dismissal, to be taken in accordance with these Personnel Rules and Regulations.
- 1.9 **Discrepancies:** In the event there is a discrepancy between the language in these Rules and state or federal law, federal or state law shall prevail over these Rules.
- 1.10 **Severability:** If any part of these Rules is determined to be unconstitutional or illegal, such part shall be severed from these Rules and the remaining Rules shall be given full force and effect.
- 1.11 **Word Usage:** The term Agency JPA or JPAs as used in these Rules refers to either Local Government Services and/or Regional Government Services. Responsibilities

and rights of the JPA under these Rules are exercised by the Executive Director, and may be delegated by the Director in his/her discretion.

- 1.12 **Executive Director:** The term Executive Director refers to Local Government Services and/or Regional Government Services Executive Director. The Executive Director may designate authority to the human resources or unit manager, as appropriate. When interpreting these Rules, anytime the Executive Director is listed, it should also be interpreted to mean the Executive Director or his/her designee.

## **Section 2 Employer/Employee Relations**

- 2.1 **Meyers-Milias-Brown Act:** The JPA labor relations policies are governed by the Meyers-Milias-Brown Act (MMBA), Government Code section 3500 et seq.

2.1.1 **Bargaining Unit:** Means a unit of employee classifications and/or positions established by the Board.

2.1.2 **Board:** This refers to the Board of Directors, the governing body of either Local Government Services (a public agency under Article 1, Chapter 5, Division 7, Title 1 commencing with Section 6500 of the Government Code of the State of California) and the Executive Committee of LGS, and the governing body of Regional Government Services (a public agency under Article 1, Chapter 5, Division 7, Title 1 commencing with Section 6500 of the Government Code of the State of California) and the Executive Committee of RGS. The Board includes any duly authorized Board representative or Committee thereof.

2.1.3 **Certify:** Means the process by which the Board formally acknowledges an employee organization as the exclusive representative of a bargaining unit.

2.1.4 **Confidential Employee:** Means an employee or position, as designated by the Board, who could reasonably have access to confidential information that could affect employer-employee relations.

2.1.5 **Day:** Means calendar day unless expressly stated otherwise.

2.1.6 **Employee:** Means any person employed by either JPAs, but generally does not include appointed and elected officials, temporary or intermittent workers, or program participants.

2.1.7 **Employee Organization:** Means any organization that includes employees of either JPAs, and which has one of its primary purposes to represent such employees in their labor relations with either JPAs.

2.1.8 **Impasse:** Means a deadlock in negotiations concerning matters within the scope of representation.

2.1.9 **Management, Managerial, or Supervisory Employee:** Means any employee, as reasonably designated by the Executive Director, having significant authority, in the interest of the Board, formulate and effectuate policies by expressing and making operative the decisions, or who is substantially involved in developing and/or implementing management policies, or who hires, transfers, suspends, lays off, recalls, promotes, discharges, assigns, rewards, or disciplines one or more other employees; or

to direct or supervise them; or to adjust or counsel regarding grievances. Such employees are so distinguished as they:

- 2.1.9.1 **Primary Duty:** Have as their primary duty the management of an unit.
  - 2.1.9.2 **Authority:** Have authority to hire and fire, or to make recommendations as to those decisions.
  - 2.1.9.3 **Discretionary Powers:** Customarily and regularly exercise discretionary powers.
  - 2.1.9.4 **Management Function:** Carry out those functions primarily performed by managers.
  - 2.2.9.5 **Non-management Work:** Do not devote more than 20 percent of their weekly work time to non-management activities.
- 2.1.10 **Memorandum of Understanding (MOU):** Means a written agreement between the Board and the recognized employee representative regarding wages, hours, and working conditions within the scope of representation. MOUs and each of their provisions shall not be valid or enforceable unless and until adopted by the Board.
- 2.1.11 **Notice:** Means depositing the information at issue, properly addressed with correct postage for first class delivery, in a United States Postal Service (USPS) facility, unless otherwise agreed between the affected parties in writing.
- 2.1.12 **JPA Executive Director:** Refers to the JPA Executive Director of Local Government Services and/or Regional Government Services. The Executive Director may delegate any responsibility specified in these Rules.
- 2.1.13 **Recognized Employee Representative:** Means an employee organization which has been formally recognized by the Board or its designee, the Executive Committee, as the exclusive representative of a bargaining unit or units for purposes of meeting and conferring on matters within the scope of representation under the MMBA.
- 2.1.14 **Scope of Representation:** The scope shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms of conditions of employment; provided, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order, or any other matter excluded by applicable case law or statute.
- 2.2 **Board Management Rights:** Unless specifically in conflict with any MOU, all management rights shall remain vested exclusively with the Board or its Executive Committee, and any omission in a management right listed below shall not be construed as the Board's waiver of such right. Board management rights include, but are not limited to the right to:
- Determine the mission of its JPAs, institutions, divisions, committees, boards, and commissions.
  - Full and exclusive control of the management and organization of the employer; supervision of all operations; determinations of methods, means, location, and

assignments of performing all work; and the composition, assignment, direction, location, and determination of the size and mission of the work force.

- Determine the work to be done by employees, including establishment of service levels, appropriate staffing, and the allocation of funds for any position(s) within the organization.
- Review and inspect, without notice, all employer-owned facilities, including without limitation desktop computers, desks, email, facsimile, and copy machines, computer storage drives, voicemail systems, and filing cabinets and systems. This section shall not grant the unfettered right to inspect personal property without legal cause.
- Change or introduce different, new, or improved operations, technologies, methods, or means regarding any work, and to contract out for the work.
- Establish and modify qualifications for employment, including the content of any job classification, job description, or job announcement, and to determine whether minimum qualifications are met.
- Establish and enforce employee performance standards.
- Schedule and assign work, make reassignments, and assign overtime work.
- Hire, fire, promote, reassign, transfer, release, discipline, layoff, terminate, demote, suspend, or reduce in step or grade, all employees.
- Reorganize any of its divisions and reassign workers accordingly.
- Require fitness-for-duty evaluations upon reasonable cause.
- Require drug and/or alcohol tests upon reasonable suspicion of possession of illegal drugs or alcohol in the workplace, or impairment while on the job.
- Investigate regarding complaints or concerns about employee performance deficiencies or misconduct of any sort, including the right to require employees to appear, respond truthfully, and cooperate in good faith regarding any employer investigation.
- Designate employees as exempt, or non-exempt, pursuant to the Fair Labor Standards Act.
- Maintain orderly, effective, and efficient operations.

2.3 **Employee Rights:** Unless specifically in conflict with an MOU, all employees shall enjoy the following rights to:

- Form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.
- Refuse to join or participate in the activities of employee organizations, and to represent themselves individually in their employment relations with the Board.
- Be free from interference, intimidation, restraint, coercion, or discrimination because of exercising rights specified in this section.

2.4 **Bargaining Units:** The JPA Executive Director (which includes any authorized designee), shall designate and maintain a description of all current bargaining units in the JPAs. The Executive Director shall have the management discretion to form and define reasonable bargaining units, and to modify bargaining units based on the procedures specified in this Rule. In exercising discretion regarding bargaining unit composition, including initial formation and subsequent modification, the Executive

Director shall consider the following criteria, which are not necessarily listed in order of importance:

- 2.4.1 **Community of interest** among employees, and avoiding actual or potential conflicts of interest within the bargaining unit. No unit shall be established primarily on the basis of the extent to which employees in the proposed unit have organized.
- 2.4.2 **Historical relationships** including the organizational structure and collective bargaining.
- 2.4.3 The **effective delivery** of services.
- 2.4.4 The **application of consistency** of wage, hour, and benefit packages (including retirement benefits).
- 2.4.5 **Specific legal requirements**, such as the rights of certain employees to be in bargaining units exclusive of other employees.
- 2.4.6 **Employee rights to freely choose** labor representatives according to their preference.
- 2.4.7 The **interest of broad-based units** composed of the largest number of employees having a reasonable community of interest.

2.5 **Certification as Exclusive Bargaining Representative:**

- 2.5.1 **Elements of Petition:** An employee organization seeking recognition as an exclusive representative of a bargaining unit shall file with the Executive Director a written petition for certification, which shall include the items listed below. The Executive Director may provide appropriate forms for such petitions.
  - 2.5.1.1 The complete name and street address of the organization.
  - 2.5.1.2 The names, titles, mailing addresses, e-mail addresses, and telephone numbers of the organization's officers.
  - 2.5.1.3 The names, addresses, e-mail addresses, and telephone numbers of those persons who are authorized to represent the organization.
  - 2.5.1.4 The names, addresses, and e-mail addresses where notices from the Board to the organization may be sent.
  - 2.5.1.5 A statement that the organization has no restriction on membership and does not discriminate based on a person's protected class, such as race, color, creed, national origin, sex, age, disability, sexual orientation, or political affiliation.
  - 2.5.1.6 A statement that one or more of the primary purposes of the organization is to represent employees on matters concerning wages, hours, and other terms and conditions of employment.
  - 2.5.1.7 A statement whether the organization is affiliated in any manner, directly or indirectly, with another organization (for example as a local or chapter of a national or international parent union), and if so, the name, address, and website address of the affiliated organization.
  - 2.5.1.8 Copies of the employee organization's constitution and bylaws, accompanied by a statement of authenticity.
  - 2.5.1.9 Authorization cards demonstrating support for the petition, signed by 30% or more of the employees within the bargaining unit, that are

dated no later than 6 months earlier than the date of the petition, and which appear authentic to the party reviewing them.

2.5.1.10 A request that the Board certify the petitioner as the exclusive bargaining representative for those employees in the bargaining unit(s) at issue.

2.5.1.11 A statement showing a community of interest as defined by employees with similar duties, pay, education, and/or similar skill levels.

2.5.1.12 A designation of one name and address to which notice delivered, sent by US mail, or email, will be deemed sufficient notice to the organization for any purpose.

2.5.1.13 A designation, signed by the president and secretary, listing those persons who are authorized representatives of the organization for any communication to the JPA.

- 2.5.2 **Response to Petition:** Within 30 days after receiving a petition, the Executive Director shall determine whether the petition contains the necessary elements demonstrating the requisite showing of interest. If the petition is defective in some respect, the Executive Director may reject and return it, with a brief explanation. Alternatively, the Executive Director may retain the petition, and permit the petitioner to alleviate the deficiencies promptly.
- 2.5.3 **Notice:** After the Executive Director determines that a petition meets the requirements under this Rule, the Executive Director shall provide notice that a petition has been filed to all employees in the bargaining unit at issue, all recognized employee organizations, and the Board.
- 2.5.4 **Elections:** Elections shall be conducted in accordance with the provisions herein.
- 2.5.5 **Certification:** The Executive Director shall provide notice of the election outcome to all affected employee organizations and the Board. For certification petitions, the Board shall certify the prevailing organization, if any, as the exclusive bargaining representative for the bargaining unit(s) at issue.
- 2.6 **Election Procedures:** The following procedures are applicable to elections, except as specified herein.
- 2.6.1 **Third-party Election:** Elections will be conducted by a third party as designated by the Executive Director. The Executive Director may take reasonable measures, not in conflict with this Rule or applicable law, to ensure the integrity of elections.
- 2.6.2 **Executive Director Discretion:** The Executive Director has the discretion to refer the election matter at issue to a neutral organization such as the State Mediation and Conciliation Services (SMCS), or the Public Employee Relations Board (PERB), for handling.
- 2.6.3 **Supported Petition:** In order for an election to be held, petitions to certify or decertify a recognized bargaining representative, or to rescind an agency shop provision, must be accompanied by cards showing that the petition at

issue is supported by 30% or more of the bargaining unit employees.

- 2.6.4 **Challenges:** Challenges to certification petitions may be initiated by other employee organizations. If the challenging organization meets these requirements, the organization will also be included in the election. The requirements are:
  - 2.6.4.1 **Challenging Organization:** The challenging organization provides the information contained in this Rule.
  - 2.6.4.2 **Percent of Signed Cards:** The challenging organization produces cards demonstrating that at least 10% of employees in the bargaining unit subject to the petition support the challenge.
  - 2.6.4.3 **Time Period:** The challenge must be initiated within 30 days after the Executive Director gives notice of a petition for certification.
- 2.6.5 **Authenticity:** The authenticity of cards and signatures shall be verified by a neutral party designated by the Executive Director.
- 2.6.6 **Secret Ballot:** Elections will be conducted by secret ballot. Over 50% of the employees in the bargaining unit must participate in the election in order for the election to be certified. Employees within the unit who were employed during the payperiod last ending before the elections was called and are still employed or on authorized leave of absence on the date of the elections shall be entitled to vote. Elections will be determined by majority vote of those employees' casting votes.
- 2.6.7 **No Representation Choice:** Ballots shall contain the choice of "no representation".
- 2.6.8 **No Majority Result:** If no representative receives a majority of the votes, the Executive Director shall conduct a runoff election between the 2 choices receiving the most votes.
- 2.6.9 **Costs:** Except for initial elections regarding certification of an exclusive bargaining representative, costs of elections shall be borne equally among the Board and the employee organizations appearing on the ballot, to the extent permitted by law.
- 2.6.10 **Decertification Election:** Elections concerning the proposed decertification of an exclusive bargaining representative may be held no sooner than 12 months following the date the Board certified and recognized the bargaining representative as the exclusive bargaining representative for the bargaining unit(s) at issue. A decertification petition alleging that the incumbent recognized employee organization no longer represents a majority of employees in an established unit may be filed with the Executive Director only during the 30 day period commencing 120 days prior to the termination date of an MOU then having been in effect less than 3 years. For MOUs in effect 3 years or longer, decertification petitions may be filed during the month of January in every year the MOU is in effect.
- 2.6.11 **Rescinding Agency Shop:** No more than one vote to rescind an agency shop agreement may be taken during the life of a MOU that provides for agency shop.
- 2.6.12 **Granting Recognition:** Notwithstanding the procedures in this Rule, the

Board shall grant exclusive recognition to an employee organization based on a signed petition, authorization cards, or union membership cards showing that a majority of the employees in a bargaining unit determined appropriate by the Executive Director desire the representation, unless another labor organization has previously been lawfully recognized as exclusive or majority representative of all or part of the same unit. Exclusive representation shall be determined by a neutral third party selected by the Executive Director and the employee organization who shall review the signed petition, authorization cards, or union membership cards to verify the exclusive or majority status of the employee organization. In the event the parties cannot agree on a neutral third party, the parties shall utilize the services of the SMCS. In the event the neutral third party determines, based on a signed petition, authorization cards, or union membership cards, that a second labor organization has the support of at least 30% of the employees in the unit in which recognition is sought, the neutral third party shall order an election to establish which labor organization, if any, has majority status.

**2.7 Bargaining Unit Modifications:** Bargaining unit modifications may be initiated by the Executive Director, by a group of employees, or by a recognized employee representative. Modifications to existing bargaining units must be supported by some legitimate reason.

**2.7.1 Executive Director Initiated Unit Modifications:** The Executive Director may initiate a modification of its unit structure, including the creation of new units, or the reallocation of classifications from one bargaining unit to another bargaining unit. The Executive Director shall provide notice to all affected employee organizations, and to each employee who may be affected by the proposed change. Before implementing any modification or reallocation, the Executive Director shall provide the opportunity to meet and confer (or consult), to the extent required by law, with affected, recognized employee representatives.

**2.7.2 Employee and Union Initiated Modifications:** An employee, group of employees, or a recognized employee organization may request that a unit be modified, or that one of more classifications be reallocated to a new or existing bargaining unit. The Executive Director shall provide notice to all affected employee organizations upon receipt of such a request. The request must be accompanied by authorization cards, dated no later than 6 months earlier than the request, showing that at least 40% of the employees in the new proposed unit, or 30% of the employees in the classification(s) proposed to be reallocated to another bargaining unit, support the request.

**2.7.2.1 Denying the Request:** The Executive Director may exercise discretion to deny the request in the event the criteria listed in section 2.4 of this Rule suggest to the Executive Director that the modification or reallocation is inappropriate. The Executive Director shall provide notice of the rejection to all recognized employee representatives promptly after such determination.

**2.7.2.2 Consistent Modifications:** If the Executive Director determines

that the modification or reallocation is consistent with the criteria listed, the Executive Director shall further process the request. If the Executive Director determines that a new unit or reallocation is appropriate, the Executive Director shall provide notice to all recognized employee representatives. If no protest is filed within 30 days, the Executive Director shall promptly reassign affected classifications to the new unit, or reallocate the classifications to an existing bargaining unit. In the event of an assignment to a newly created bargaining unit, the Executive Director shall also notify the employees of their rights under this Rule, including the right to select a representative of their choice for the purpose of meeting and conferring regarding wages, hours, and working conditions under the MMBA.

2.7.2.3 **Protests:** Within 30 days of notice regarding the Executive Director's determination to modify a bargaining unit, or reallocate classifications, an affected recognized employee representative may submit a protest to the Executive Director's office. The protest must include the following in order to be considered.

2.7.2.3.1 **Data:** The name, address, e-mail address, and phone number of the protesting representative.

2.7.2.3.2 **Facts:** The facts and arguments supporting the protest.

2.7.2.3.3 **Resolution:** The proposed resolution.

2.7.2.4 **Response:** Upon receipt of a protest, the Executive Director shall meet and confer to the extent required by law. If there is no resolution, the dispute shall be submitted to the SMCS for mediation. If the SMCS is unable to achieve a resolution, the matter shall be referred to the Executive Director for final written decision and notice to all affected parties. After issuing a decision, the Executive Director may reassign or reallocate the classifications at issue, and inform the employees of their rights under this Rule.

2.8 **Timing:** Unless required by law, unit modifications or reallocations may not be initiated sooner than 12 months following the date of any memorandum of understanding which covers the classifications proposed to be reallocated or moved from the bargaining unit.

2.9 **Unit Disputes Involving Professional Employees:** In the event of a dispute on the appropriateness of a unit of representation for professional employees, upon request of any of the parties, the dispute shall be submitted to State Mediation and Conciliation Services (SMCS) for mediation or for recommendation for resolving the dispute. Professional employees, for the purposes of this section, mean employees engaged in work requiring specialized knowledge and skills attained through completion of a recognized course of instruction, including, but not limited to, attorneys, physicians, registered nurses, engineers, architects, teachers, and the various types of physical, chemical, and biological scientists.

2.10 **Rights and Responsibilities:**

2.10.1 **Meet and Confer:** An exclusive bargaining representative shall have the

right to meet and confer in good faith with authorized representatives from the designated JPA regarding wages, hours, and working conditions within the scope of representation. If an agreement is reached, the parties shall jointly prepare a written MOU, which shall not be binding, and present it to the Board. If the Board adopts the written MOU, it shall become binding on the parties. The JPA is under no obligation to meet and confer with an employee organization, unless it has been certified as a recognized employee representative.

- 2.10.2 **Current Information:** Recognized employee representatives have the responsibility to inform the Executive Director, in writing, of any changes in the information specified in section 2.5 of this Rule, and the Board may rely on its information on file for purposes of notice under this resolution and the MMBA.
- 2.10.3 **Release Time:** During the period of meet and confer regarding a memoranda of understanding, recognized employee representatives shall be entitled to a reasonable number of representatives who may receive paid release time during the period when formal negotiations are occurring at the table. The precise number shall be subject to the parties' discussions and the Executive Director's approval at the outset of negotiations. Employee representatives shall cooperate with the Executive Director on a reasonable schedule, and the employees released for negotiations shall notify their supervisors, obtain their consent (which shall not be unreasonably withheld) and ensure that the dates scheduled for negotiations do not adversely affect either JPAs' operation. Paid release time may not be authorized for activities such as soliciting membership, internal union elections, campaigning for office or other political activity, organizing efforts, or for any other purpose not authorized by this Rule or an MOU.
- 2.10.5 **JPA Resources:** Use of JPA resources, including without limitation; stationery, computers, mail, e-mail, copy machines, and fax machines, for Union business is prohibited. Use of Board facilities for other than JPA-related business is prohibited.
- 2.10.6 **Dues and Other Authorized Payroll Deductions:** Recognized employee representatives may sponsor payroll deduction programs for membership dues, charitable causes, and benefit premiums and contributions. In order to participate, each affected employee must submit a written authorization on a form prescribed by the Executive Director. Deductions shall comply with the JPA administrative procedures.
- 2.10.7 **Appeals:** An employee or labor organization aggrieved by any adverse action taken pursuant to this Rule may submit an appeal to the Executive Director. The Executive Director may adopt reasonable procedures, after appropriate meet and consult, to resolve such appeals. To be considered, an appeal must be filed within 30 days of when the aggrieved party knew or should have known of the alleged violation. Failure to file an appeal within the 30 day time limit shall constitute a waiver of any challenge to the action at issue. Appeals must contain specific allegations that the employer violated a

specific provision of this Rule or applied the Rule in a manner that violates an applicable law. To the fullest extent permitted by law, appeals must be submitted and appeal procedures exhausted before resorting to any other forum, so that the underlying facts may be gathered, an appropriate record may be created, and the Executive Director is provided a reasonable opportunity to correct or remedy complaints. No other grievance or appeal process may be used to address issues covered by this Rule.

**2.11 Impasse Resolution Procedures:**

**2.11.1 Impasse Meeting:** Impasse procedures shall not be requested by either party until all attempts at reaching an agreement through meeting and conferring have been unsuccessful. If impasse is reached during negotiations concerning an MOU, either party may declare an impasse by submitting a written letter formally declaring an impasse. The declaration of impasse must contain all of the following elements:

**2.11.1.1 Tentative Agreements:** A list of all tentative agreements, if any.

**2.11.1.2 Disputed Issues:** A list of all disputed issues.

**2.11.1.3 Last and Final Offer:** For each disputed issue, the declarant's last and final offer. The party against whom the impasse is declared shall submit a formal response within 7-working days of notice of impasse, and shall meet within 7-working days thereafter.

**2.11.2 Mediation and Factfinding:** Upon and after impasse either party may request that the dispute be submitted to mediation, and the other party must participate in good faith upon request, or submit a letter within 7-working days of the request specifically declining to participate in mediation. The costs of mediation shall be borne equally. Mediation shall be conducted by a mediator supplied by the [California State Mediation and Conciliation Service \("SMCS"\)](#) SMCS, or by some other mutually agreed upon mediator. If the mediator is unable to effect settlement within 30 days following appointment of the mediator, the employee organization may request that the parties' differences be submitted to a factfinding panel.

**2.11.2.1 Factfinding Panel Member:** Within five days after receipt of the written request, each party shall select a person to serve as its member of the factfinding panel. If the parties are unable to mutually agree, the parties shall mutually request that the SMCS provide a list of seven qualified factfinders and the parties will select a factfinder from this list who will certify that he or she will start the factfinding hearing within 10 days of notification by the parties. The Public Employment Relations Board ("PERB") shall, within five days after the selection of panel members by the parties, select a chairperson of the factfinding panel.

**2.11.2.2 Chair:** Within five days after PERB selects a chairperson of the factfinding panel, the parties may mutually agree upon a person to serve as chairperson in lieu of the person selected by PERB.

**2.11.2.2 Investigation Process:** The panel shall, within 10 days after its appointment, meet with the parties or their representatives, either

jointly or separately, and may make inquiries and investigations, hold hearings, and take any other steps it deems appropriate. For the purpose of the hearings, investigations, and inquiries, the panel shall have the power to issue subpoenas requiring the attendance and testimony of witnesses and the production of evidence. The JPA, shall furnish the panel, upon its request, with all records, papers, and information in their possession relating to any matter under investigation by or in issue before the panel. The factfinders shall consider and be guided by the criteria set forth in Government Code section 3505.4(d).

2.11.2.3 **Costs:** The costs for the services of the panel chairperson selected by PERB or agreed upon by the parties, including per diem fees, if any, and actual and necessary travel and subsistence expenses, shall be equally divided between the parties. Any other mutually incurred costs shall be borne equally by the JPA and the employee organization. Any separately incurred costs for the panel member selected by each party shall be borne by that party.

2.11.2.4 **Procedural Rights:** The procedural right of an employee organization to request a factfinding panel cannot be expressly or voluntarily waived.

2.11.2.5 **Settlement:** If the dispute is not settled within 30 days after the appointment of the factfinding panel, or, upon agreement by both parties within a longer period, the panel shall make findings of fact and recommend terms of settlement, which shall be advisory only.

2.11.2.6 **Written Findings:** The factfinders shall submit, in writing, any findings of fact and recommended terms of settlement to the parties. The factfinders' report must include specific consideration of the impacts of any recommendation which will result in an increased cost to the employer, including the impact of that additional expense on the ability of the employer to continue to provide services.

2.11.2.7 **Confidentiality:** The parties shall maintain the confidentiality of the factfinders' report for a period of ten (10) days. If the parties have not reached agreement within that time, the JPA shall make the report public no later than ten (1) days after receipt of the factfinders' report.

2.11.2.8 **Public Hearing:** On or after the date the JPA has released the factfinders' report to the public, or upon conclusion of mediation, the JPA's Board may hold a public hearing on the impasse and implement the terms of its last best and final offer.

**2.11.3 Miscellaneous:** The impasse resolution section shall not apply to economic disputes involving employees governed by different impasse resolution procedures imposed by lawful statute. This impasse resolution section shall only cover bargaining impasses regarding comprehensive memoranda of understanding (MOUs), and it does not cover day-to-day issues subject to meet and confer/meet and consult; or Board actions that may be subject to

meet and confer/meet and consult requirements.

2.12 **Agency Shop:** If made, agency shop arrangements must accord with all requirements of California Government Code section 3502.5.

2.13 **Miscellaneous Provisions:**

2.13.1 **Savings and Separability:** This Rule is intended to comply with all applicable state and federal laws, and it should be interpreted and applied to harmonize with all such law, reserving the broadest legal measure of authority to the Board. In the event a court of competent jurisdiction determines that some provision is inconsistent with applicable and binding law, then that provision shall be severed and all remaining portions of the Rule shall continue in full force and effect. Upon request by the Executive Director, a recognized bargaining representative will meet and consult promptly in an effort to resolve any amendments that are necessary or advisable in light of changes to existing law, or interpretations of the law that impact this Rule.

2.13.2 **Anti-discrimination:** The Board is committed to ensuring that its workplaces are free from discrimination and harassment made unlawful pursuant to Title VII of the Civil Rights Act, the Fair Employment and Housing Act, and other applicable local, state, and federal laws regarding discrimination. This Rule shall be interpreted to comply with such laws. All memoranda of understanding, including side letters, adopted pursuant to the MMBA, and this Rule shall be interpreted to comply with such laws.

### **Section 3 Definition of Terms**

The terms used in these Personnel Rules and Regulations shall have the meanings as defined below:

3.1 **Advancement:** A salary increase within the position.

3.2 **Agency JPA or JPAs:** As used in these Rules refers to the Local Government Services, JPA or Regional Government Services, JPA. Responsibilities and rights of the JPAs under these Rules are exercised by the LGS or RGS JPA Executive Director or as delegated by the Executive Director in his/her discretion.

3.3 **Allocation:** The assignment of a single position to its proper class in accordance with the duties performed and responsibilities exercised.

3.4 **Anniversary Date:** Date an employee is appointed, promoted, demoted, or reinstated to a position within the JPA.

3.5 **Applicant:** Any person submitting formal, completed application materials for employment with either JPA.

3.6 **Appointing Authority:** The Executive Director or designee has the authority to make an appointment to a position to be filled.

3.7 **Appointment:** Placement of a candidate into a position.

3.8 **At Will Employee:** Employees of both JPAs are at will and serve at the pleasure of the Executive Director, who retains the authority to terminate any such employee at any time with or without notice or cause and without right of appeal. At will employees do not acquire a property interest in their positions with the JPA.

- 3.9 **Compensation:** Salary, wages, fees, benefits, allowances, or monies paid to, or on behalf of, an employee for work services.
- 3.10 **Compensatory Time Off:** Time off in lieu of pay for overtime worked.
- 3.11 **Continuous Examination:** An examination which is administered periodically.
- 3.12 **Continuous Service:** Employment without interruption. This includes approved paid leaves of absences and leaves of absences to serve in the armed forces of the United States, as provided by Section 395 of the Military and Veterans Code.
- 3.13 **Days:** Means calendar days unless otherwise stated.
- 3.14 **Demotion:** The voluntary or involuntary movement of an employee from one position to another position having a lower maximum base rate of pay.
- 3.15 **Disciplinary Action:** The discharge, demotion, reduction in pay, suspension, or transfer of an employee for disciplinary reasons.
- 3.16 **Employee:** An individual appointed to a position within either JPA.
- 3.17 **Employment Date:** For retirement, sick leave, and other benefit purposes, this is the effective date of an employee's initial appointment to a full-time or part-time position.
- 3.18 **Examination:** This is a recruitment and examination that is open to qualified applicants either within or outside either JPA.
- 3.19 **Full-Time Position:** A full time position is one that requires a minimum of 35 hours of work per FLSA workweek each week of a calendar year. However, to conform to the Affordable Care Act only, full time for benefit purposes is considered 30 or more regular hours per FLSA workweek each week of a calendar year.
- 3.20 **Grievance:** A grievance is defined as any dispute involving the interpretation, application, or alleged violation of a specific express term of these Rules.
- 3.21 **Grievance Procedure:** The systematic means by which an employee may obtain consideration of a grievance.
- 3.22 **Grievant:** An employee or group of employees filing a grievance.
- 3.23 **Human Resources:** This refers to the JPAs' human resources office.
- 3.24 **Initial Appointment:** The appointment of a person to a position in either JPA.
- 3.25 **Layoff:** The separation of employees from the active work force due to lack of work, lack of funds, organizational changes, or the abolition of positions. An employee who is laid off has no bumping rights, no right of appeal, nor any greater rights to return status.
- 3.26 **Local Government Services and Regional Government Services:** Are referred to herein and in other official documents as the JPA or JPAs.
- 3.27 **Miscellaneous Employee:** For CalPERS retirement purposes, this is an LGS JPA employee who is not a sworn safety officer.
- 3.28 **Part-Time Position:** A position of less than 35 hours per FLSA workweek each week of a calendar year; however, for purposes of the Affordable Care Act only, part time is considered less than 30 hours per FLSA workweek.
- 3.29 **Position:** A group of duties and responsibilities requiring the full-time or part-time employment of one person.
- 3.30 **Position Specification:** The written job description, including the title; a statement of the nature of the work, examples of duties and responsibilities, and the

- requirements that are desirable for the satisfactory performance of the duties of the position.
- 3.31 **Position Title:** The title assigned to a particular position and used for reference to that position.
- 3.32 **Promotion:** The movement of an employee from one position to another position having a higher maximum base rate of pay.
- 3.33 **Reallocation:** The official determination that an employee is assigned to a position different from the one to which previously assigned.
- 3.34 **Reinstatement:** The return of an employee to a classification in which the employee formerly served.
- 3.35 **Relief of Duty:** The temporary assignment of an employee to a status of leave with pay.
- 3.36 **Resignation:** Voluntary termination of employment by an employee.
- 3.37 **Safety Employee:** A fire or police employee, as defined by California Public Employees' Retirement System statutes.
- 3.38 **Salary Advancement:** A salary increase from one salary step to a higher salary step in the same pay range.
- 3.39 **Selection Process:** The process of testing, evaluating, investigating, and determining the fitness and qualification of applicants for positions within either JPA.
- 3.40 **Separation:** Leaving employment for any reason.
- 3.41 **Suspension:** The temporary suspension of an employee without pay for disciplinary purposes.
- 3.42 **Termination:** The separation from service in either JPA with the action initiated by designated JPA.
- 3.43 **Transfer:** A change of an employee from one position to another position with comparable pay and skill requirements.
- 3.44 **Unit:** This term refers to the various client-partner agency organizations within the JPA and employee's work teams.
- 3.45 **Unit Manager or Supervisor:** This is an employee providing services to the client-organizationpartner agency and who is-may be the lead employee for the client-organizationpartner agency or project. The Client-unit manager or supervisor shall-may supervise the other JPA employees providing services to the client-organizationpartner agency.
- 3.46 **Vacancy:** A duly created position which is not occupied and for which monies have been appropriated.
- 3.47 **Y-rating:** An action to freeze an employee's salary at the current rate until such time that the top step of the salary range for such position equals or exceeds the employee's salary at the time of the Y-rating action.

## **PART B – Employment**

### **Section 4 At Will Employment**

- 4.1 **At Will Employment:** All positions within the JPA are at will positions. The employment of at will employees may be terminated at any time, for any reason, and without any requirement of demonstrating “good cause.” At will employees have no right to appeal any discipline or termination of employment. At will employees do not acquire a property interest in their positions with either JPA.
- 4.2 **JPA Administrative Staff Employment:** The JPA employs a variety of administrative staff as needed to perform duties necessary to ensure a well-functioning operation. Employees assigned to RGS administrative positions who work less than a full time schedule shall be subject to work hours adjustments (upwards or downwards) based on the needs of the Agency. Should the JPA increase or decrease its client-partner agency base, work hours will be adjusted accordingly.
- 4.3 **Employee Behavior Expectations:** As an employee of the JPA, whether working directly for the JPA or assigned to a client-partner agency, the JPA expects you to:
- Exhibit acceptable workplace behaviors such as:
    - Report to work on time and take breaks as scheduled. Notify appropriate others promptly when you need to be absent from work.
    - Use audience-appropriate professional language, and maintain a calm and courteous demeanor when interacting with either coworkers or customers
    - Preserve the resources of the JPA or client-partner agencies and the citizens through efficient and economical work practices.
  - Build teamwork with coworkers by using good communication practices such as:
    - Verbalize respect for each other’s time and space. Ask if this is a good time for you to talk, or if the other person wants assistance or feedback from you—and respect a “no” answer. Ask permission to use your coworker’s workspace or equipment. Set mutually agreed upon standards for the use of shared space and equipment, and stick to those standards.
    - Clearly and politely communicate your work needs and interests to others in your workgroup.
    - Share work process and organizational information in a timely manner with those affected by it.
    - Do not repeat rumors or hearsay about others, especially if they are demeaning.
  - Create and maintain a respectful working environment:
    - Treat others in the way you would like to be treated.
    - Avoid escalating conflicts. Do not assign blame, or take things personally. Focus on the situations or issue, not the people involved.
    - Give your coworkers the benefit of the doubt. Remember that actions may be misinterpreted. Ask others to clarify their intentions, rather than making assumptions.

- Be mindful of social relationships in the workplace, understanding that a practice of including or excluding others while in the workplace can be harmful to workgroup morale and productivity.
- Maintain technical job performance skills by:
  - Listening to and being open to performance feedback.
  - Attending offered training, and seeking out relevant training for managerial consideration.
  - Partnering with coworkers and supervisors to observe and learn new methods or different skills.
- Demonstrate care for the organization, your customers and your coworkers:
  - Know, follow, and correctly apply workplace policies and procedures.
  - Report problem situations that create a negative work impact.
  - Exercise good judgment and act in the best interests of the workgroup.
- Build and maintain personal credibility by:
  - Communicating honestly.
  - Behaving ethically and legally, evaluating the “big-picture” impacts of your own choices, and choosing to behave in ways that best serve the interests of the JPA or its client-partner agencies.
  - Admitting to being wrong and apologizing for mistakes.
  - Being responsible for your own behavior, even if others in the workplace do not behave well.
- Take the initiative and exhibit courage in taking steps to make positive changes, in your area of responsibility and on behalf of the JPAs and client-partner agencies.
  - Seek and use critical and relevant information to make timely decisions.
  - Be open to change.
  - Take action! Don't be afraid to take a risk. If you make a mistake, take the time to learn from the experience.

## **Section 5     Recruitments, Applications, and Examinations**

- 5.1 **Recruitment:** The JPA may utilize any legitimate recruitment procedure for attracting qualified applicants. Recruitments may be open or may be limited to JPA employees, depending on the Agency's needs. The Executive Director may make appointments without going through a recruitment procedure, when in the best interest of the JPA or its clientspartner agencies.
- 5.2 **Announcement:** Examinations for positions shall be publicized by such methods as human resources deems appropriate. Recruitments shall be conducted in accordance with equal employment opportunity guidelines as well as appropriate and valid selection procedures.
- 5.3 **Application Materials:** Application materials shall require information covering training, experience, and other pertinent information designed to determine if the applicant can perform the essential job duties. Application materials may include references and background checking, including fingerprints. False information of

material fact on application materials may result in rejection or dismissal of the applicant. Applications and examinations are confidential records and shall not be returned to applicants. No applicant information shall be asked that is prohibited under any state or federal law.

5.4 **Disqualification:** Human resources may disqualify any candidate for any legitimate reason. An applicant has no right to grieve or appeal any such actions by the JPA. Any one or more of the following reasons may result in disqualification.

5.4.1 **Improperly Completed Application:** The applicant did not properly complete the application materials.

5.4.2 **Minimum Qualifications:** The application indicates on its face that the applicant does not possess the minimum qualifications for the position.

5.4.3 **Essential Duties:** The applicant is unable to perform the essential functions of the position sought, with or without reasonable accommodations.

5.4.4 **Illegal Drugs:** The applicant is currently using illegal drugs.

5.4.5 **Conviction of a Crime:** The applicant has been convicted of a crime that may have an adverse impact on the applicant's ability to perform the job for which the applicant is applying.

5.4.6 **Legal Right to Work:** The applicant is not legally permitted to work within the United States.

5.4.7 **False Statements:** The applicant has made false statement of any material fact or practiced or attempted to practice deception or fraud in making the application for employment.

5.4.8 **Material Cause:** Material cause, in the judgment of human resources, would render the applicant unsuitable for the position, including a prior resignation from either JPA service, termination from either JPA service, or significant disciplinary action.

5.5 **Examinations**

5.5.1 **Examination Process:** All hiring shall be made according to merit and fitness. The JPA may utilize any legitimate objective method to determine the qualifications of applicants, including without limitation, written tests, physical agility tests, oral examinations, training and experience review, panel interviews, assessment centers, and oral interviews. The selection practices used in the examination process shall be impartial and relate to those subjects that, in the opinion of human resources, fairly measure the relative capacities of the candidates to execute the duties and responsibilities of the class.

5.5.2 **Conduct of Examination:** The JPA may hold the selection processes itself or contract with any competent organization, individual, or firm for preparing and/or administering examinations.

5.5.3 **Notification of Examination Results and Review of Materials:** Examination results are not provided. However, if requested by a candidate in an examination, exam results may be given, within the sole discretion of the human resources.

- 5.5.4 **Continuous Recruitments:** When necessary to meet continued requirements for filling positions, the closing date for any selection process may be indefinite and applicants may be tested continuously in such manner and at such times and places as may be determined by human resources.
- 5.5.5 **Backgrounds:** As part of the pre-employment procedure, applicants may be required to supply references, and will be required to submit to a thorough background check. Background checks conform with state and federal law. In addition, all employees must be physically and mentally capable of performing the essential functions of their jobs with or without reasonable accommodation. The JPA shall have the right to conduct a complete and exhaustive background investigation on all applicants seeking employment, including a criminal background check, where applicable, and a medical and/or psychological examination by JPA-retained medical practitioners, where deemed appropriate by the JPA. However, any medical or psychological examination shall be conducted only after a conditional job offer has been made, in accordance with applicable law.
- 5.6 **Appointment:** The Executive Director of either JPA is the only employee authorized to hire. The Executive Director may appoint any competent applicant to a position for which the applicant is qualified. Positions may be full-time or part-time, long-term or short-term, depending on the needs of the JPA. The Executive Director may appoint a designee to perform this function.

## **Section 6 Benefits and Compensation**

- 6.1 **Benefits:** All compensation and benefits afforded JPA employees and their eligible dependents are governed by the terms and conditions of the contractual agreements with the benefit providers. Compensation shall be determined by the Executive Director, consistent with these policies and procedures, in the best interest of the JPA, and governed by the terms and conditions of the individual employment agreement. Insurance premiums not paid in whole or part by the Authorities shall be the responsibility of the employee.
- 6.1.1 **Qualifying for Benefits:** A medical plan, dental plan, vision plan, long- and short term disability programs, life insurance, employee assistance program, flexible spending accounts, and other such benefits are available to full-time employees and may be pro-rated for eligible regularly working part-time employees who work more than 30 hours per week, with costs shared by the JPA and the employee as defined and provided for in the individual employment agreement.
- 6.1.1.1 **The Patient Protection and Affordable Care Act:** To the extent not already provided for under current health and welfare benefit policies and regulations, the JPAs' will provide benefits for eligible employees as required by the Patient Protection and Affordable Care Act (ACA), including the Internal Revenue Code section on Shared Responsibility for Employers Regarding Health Care Coverage. The Act requires the JPAs' to offer its benefit-eligible employees and their

depends the opportunity to enroll in minimum essential medical coverage. The JPAs' are considered a "large employer" for this purpose.

6.1.1.2 **Assessable Payment:** The ACA imposes an assessable payment on an applicable large employer when (1) it fails to offer "substantially all" of its full-time employees (and their dependents) the opportunity to enroll in minimum essential coverage or offers coverage to "substantially all" of its full-time employees (and their dependents) that is "unaffordable" or does not provide "minimum value" and (2) any full-time employee is certified to the employer as having received a subsidy for coverage through the exchange ("Assessable Payment").

6.1.1.3 **Look Back Measurement Period Safe Harbor:** The U.S. Department of Treasury issued proposed regulations that permit the JPAs to adopt a "look back measurement method safe harbor" in order to determine the status of an employee as full-time for purposes of determining and calculating the Assessable Payment. The Look Back Measurement Method Safe Harbor and the Affordability Safe Harbor is delineated below.

6.1.1.3.1 **Definitions:** For the purpose of this policy only, the following definitions will apply.

6.1.1.3.1.1 **Benefits:** The fixed monthly amount of the JPAs' contribution for medical plan premiums.

6.1.1.3.1.2 **Benefit Eligible Employee:** An employee hired into a position for an indefinite period of time and who is scheduled to regularly work 30 or more hours per week.

6.1.1.3.1.3 **Hourly/Seasonal/Temporary (HST):** An employee who is determined to have worked 30 or more hours per week after the JPAs have analyzed the total hours of work during either the employee's initial measurement period or Standard measurement period as required by the ACA, or is reasonably expect to work 30 or more hours per week.

6.1.1.3.1.4 **Variable Hour Employee:** An hourly, seasonal, or temporary employee who, at the time of hire is not reasonably expected to work an average of 30 hours per week.

6.1.1.3.1.5 **On-going Employee:** An employee hired on or before November 2, 2013, or has completed at least one full Standard Measurement Period.

6.1.1.3.1.6 **New Employee:** An employee hired after November 2, 2013, and who has not completed their Initial Measurement Period.

**6.1.1.1.4 Look Back Measurement Method/Safe Harbor:** The Look-back Safe Harbor for ongoing employees is as follows:

**6.1.1.1.4.1 Standard Measurement Period:** November 2 through November 1, starting November 2, 2013 and continuing each year thereafter.

**6.1.1.1.4.2 Administrative Period:** November 2 through December 31, starting November 2, 2014 and continuing each year thereafter.

**6.1.1.1.4.3 Stability Period:** January 1 through December 31, starting January 1, 2015 and continuing each year thereafter

**6.1.1.1.4.4 Changes for Ongoing Employees:** If an ongoing employee's employment status changes as benefit-eligible or not benefit-eligible before the end of a stability period, the change in status will not affect the classification of that employee's status for the remaining portion of the stability period.

**6.1.1.1.4.5 New Employees:** Beginning January 1, 2015, or the start date of a new employee, human resources will determine whether the employee is reasonably expected to be a benefit-eligible employee. If the employee is reasonably expected to be a benefit-eligible employee, the employee will be offered health coverage before the end of the employee's first 60 days of employment.

**6.1.1.1.4.6 New Variable Hour Employees:** If, based on the facts and circumstances at the start date of a new employee, human resources is unable to determine that the employee is reasonably expected to be employed an average of at least 30 hours per week over the initial measurement period, then the employee will be considered a variable hour employee.

**6.1.1.1.5 Measurement Periods:** The following are the JPAs' measurement periods for new variable hour employees.

**6.1.1.1.5.1 Initial Measurement Period:** This is 12 months beginning on the first of the month following the employee's start date, unless the start date is the first of a calendar month in which case the period will start on that date.

**6.1.1.1.5.2 Administrative Period:** This is one calendar month beginning the first of the month following the end of the initial measurement period.

**6.1.1.1.5.3 Stability Period:** This is 12 months following the administrative period unless the new variable hour employee does not measure as a benefit-eligible employee during the initial measurement period, then the stability

period associated with the initial measurement period must not exceed the remainder of the standard measurement period plus any associated administrative period.

**6.1.1.1.5.4 Transitioning from New to Ongoing Employee:**

Human resources will measure the hours of a new variable hour employee during the first complete standard measurement period for which employed. This means that a new employee's status may be tested under an initial measurement period and at the same time be measured under the overlapping standard measurement period

**6.1.1.1.5.4.1 Benefit Eligible:** As required by the ACA, if an employee measures as benefit-eligible during the initial measurement period, the employee will retain benefit-eligible status for the entire associated stability period even if the employee does not qualify as benefit-eligible during the standard measurement period.

**6.1.1.1.5.4.2 Benefit Ineligible:** As required by the ACA, if an employee does not measure as benefit-eligible during the initial measurement period, but qualifies as benefit-eligible during the standard measurement period, the employee must be treated as benefit-eligible during the stability period associated with the standard measurement period even if that means coverage must be offered before the end of the stability period associated with the initial measurement period.

**6.1.1.5.4.3 Breaks In Service:** When an employee experiences a break in paid service without providing at least one hour of service during that service break, the employee will retain the status the employee had previously with respect to any stability period, except that an employee will be treated as a new employee if one of the two listed below occurs:

**6.1.1.5.4.3.1** Employment is resumed after a **break in service** of at least 26 consecutive weeks with less than an hour of service.

**6.1.1.5.4.3.2** The employee's **break in service** measured in weeks is at least four consecutive weeks long and

exceeds the number of weeks of that employee's period of employment immediately preceding the break in service.

**6.1.1.5 Hours of Service Calculation:** Hours of Service are calculated as hours in paid status including hours on any paid leaves (including compensatory time off, holiday, jury duty, or military duty). Human resources will calculate actual hours of service and hours for which payment is due for hourly employees. For non-hourly employees, the JPAs' will apply one of the methods listed below on a reasonable and consistent basis:

**6.1.1.5.1** Calculate actual hours of service and hours for which payment is made or due.

**6.1.1.5.2** Calculate hours of service using a days-worked equivalency of 8 hours per day for each day the employee is credited with an hour of service.

**6.1.1.5.3** Calculate hours of service using a weeks-worked equivalency of 40 hours per week for each week the employee is credited with an hour of service.

**6.1.1.5.4 Hours Based On Payroll Periods:** The JPAs' have selected one option as allowed in the ACA for calculating hours based on payroll periods. The JPAs' will exclude the entire payroll period that contains November 1, which is the last day of the standard measurement period, as long as it includes the entire payroll period that contains November 2, which is the first day of the standard measurement period, which will be applied on a uniform and consistent basis for all employees.

**6.1.1.5.5 Special Unpaid Leave:** When an employee special unpaid leave (i.e., unpaid leave under the Family and Medical Leave Act, unpaid leave under the Uniformed Services Employment and Reemployment Rights Act, or unpaid leave due to jury duty) to determine hours of service, human resources will exclude any periods of special unpaid leave during the measurement period and apply that average for the entire measurement period.

**6.1.1.6 Affordability Safe Harbors:** Coverage is "affordable" if no benefit-eligible employee is required to pay more than 9.5% of his/her household income for self-only coverage under the employer's lowest-cost option that provides minimum value. The JPAs' will apply the Rate of Pay Safe Harbor test to determine the affordability of the minimum essential coverage that it offers its benefit-eligible employees for medical insurance. The JPAs,' in their sole discretion, may also apply the Form W-2 Safe Harbor or Federal Poverty Line

Safe Harbor. These affordability safe harbors will be applied on a uniform and consistent basis for all employees in a particular category.

**6.1.1.6.1 Rate of Pay Safe Harbor**

6.1.1.6.1.1 The JPAs' will measure whether the employee's required contribution for the calendar month for the lowest cost self-only coverage that provides minimum value exceeds 9.5 percent of an amount equal to 130 hours multiplied by the employee's hourly rate of pay as of the first day of the coverage period.

6.1.1.6.1.2 This safe harbor test will only be used if the employee's wages have not been reduced during the calendar year in which the JPAs' apply the safe harbor test.

6.1.1.6.1.3 If rate of pay increases during the year, the lowest rate of pay for the year will be used in the calculation.

6.1.1.6.1.4 The coverage offered will be deemed affordable if the employee's monthly contribution is equal to or less than 9.5 percent of the monthly wage.

**6.1.1.6.2 Form W-2 Safe Harbor:** The JPAs' will measure whether the employee's required contribution for the calendar month for the lowest cost self-only coverage that provides minimum value exceeds 9.5 percent of the Form W-2 wages (as reported in box 1 of the form) for the calendar year in which coverage is offered. The coverage offered will be deemed affordable if the employee's contribution is equal to or less than 9.5% of the employee's Form W-2 wages as reported in box 1.

**6.1.1.6.3 Federal Poverty Line Safe Harbor:** The coverage offered will be deemed affordable if the employee's monthly contribution does not exceed 9.5 percent of the monthly Federal Poverty Line (FPL) income~~PL~~ for a single individual for the applicable calendar year. The JPAs' will measure whether the employee's required contribution for the calendar month for the lowest cost self-only coverage that provides minimum value exceeds 9.5 percent of a monthly FPL income for a single individual for the applicable calendar year.

**6.1.2 Forms Submission:** Forms for benefit changes, such as tax information, names of beneficiaries, addition or deletion of dependents for benefit purposes, or changes in deferred compensation amounts must be submitted to human resources at least 2 business days before the end of a payperiod to be effective for that payperiod. If not submitted by that period, changes will occur with the next payperiod.

**6.2 Group Health Insurances:** These insurances are subject to the terms and conditions of the specific benefit plans.

- 6.2.1 **Insurance Premium:** Full time employees and their eligible dependents shall be provided insurance for themselves and eligible dependents, up to the maximum contribution as provided in the JPA's Health Contribution Plan.
- 6.2.2 **Eligibility:** All regular full-time and regular part-time employees who are assigned to work more than 30 hours per week are eligible to participate. Part-time employees shall have their benefit costs pro-rated and if employee elects coverage, such additional premium costs will be paid by the employee through payroll deductions.
- 6.2.3 **Coverage:**
  - 6.2.3.1 **Dental and Vision Effective Dates:** Based on the terms and conditions with the provider, generally coverage shall become effective on the first day of the month following the employee's actual start date, and shall terminate on the last day of the month in which the employee leaves employment.
  - 6.2.3.2 **Medical Effective Dates:** Based on the terms and conditions with the provider, generally coverage shall become effective on the first day of the month following the employee's initial appointment date, and shall terminate on the last day of the month in which the employee leaves employment.
  - 6.2.3.3 **Life, AD&D, and Short-term and Long-term Disability Effective Dates:** These benefits are only available for regularly working full time employees. Coverage shall become effective on the first day of the month following the employee's initial appointment date and shall terminate on the last day in which the employee was in paid status.
    - 6.2.3.3.1 **Life and Accidental Death and Dismemberment Insurance:** Coverage for all employees is up to two times the employee's compensation to a maximum of \$200,000.
    - 6.2.3.3.2 **Voluntary Life Insurance Plans:** In addition to life insurance as indicated above, the JPA has established a supplementary voluntary life insurance plan in which eligible employees have a one time opportunity to join the voluntary plan at time of hire or when they become eligible for the non-voluntary life insurance plan.
    - 6.2.3.3.3 **Short- and Long-term Disability Insurance:** The JPA maintains a short- and long-term disability insurance program for all regular full-time employees. This insurance is intended to cover employees in the event of a long-term injury or illness that is not covered by some other leave benefit. Eligibility for disability benefits begins after the employee has been absent from work for a certified illness/injury for a minimum of ~~30-15~~ calendar days. The benefit pays up to 2/3rds of the employee's gross monthly salary up to a maximum level ~~of \$6,000~~, if

employee is certified as disabled. Accumulated sick leave or vacation may be used during the waiting period.

- 6.3 **Other Benefits:** The JPA contributes on the employee's behalf, the employer costs for Medicare, which follows federal requirements. The JPA does not participate in social security.
- 6.4. **Deferred Compensation Plans:** The JPA participates in a deferred compensation (IRC sec. 457) plans and 401(a) plans. Employees may contribute pre-tax dollars to the 457 plan based on the terms and conditions of the plan, as well as federal requirements.
- 6.4.1 **Deferred Compensation Match:** For those employees eligible to receive a match of a certain percentage as indicated in their employment agreement, such matches occur per payperiod.
- 6.5. **Domestic Partner Health Benefits Eligibility:** The JPA provides registered domestic partners and the children of domestic partners, the opportunity to enroll in JPA health plans administered by the California Public Employees Retirement system.
- 6.5.1 **Definition:** For the purpose of providing health care benefits, a domestic partnership is defined as two adults of the same sex, both over the age of 18, and opposite sex domestic partners where one person is over the age of 62 and who are registered as domestic partners with the State of California.
- 6.5.2 **Dependent Children:** Children must be economically dependent upon the employee for their financial support and have a parent-child relationship with the employee. Coverage for children will be terminated when the child reaches age 23 (exceptions apply for children with disabilities), or when the child marries.
- 6.5.3 **Procedures:** Employees must follow health benefit provider requirements for enrolling domestic partners and their children in the medical program. They may enroll their registered domestic partner and or children of their registered domestic partner on the first day of the month following receipt of the notarized Declaration of Domestic Partner Registration from the California Secretary of State Human resources must receive the declaration within 60 days of issue. A Statement of Financial Liability for Domestic Partner Health Benefits must be completed and signed, along with the declaration, as well as the health enrollment form before enrollment of partner or children.
- 6.5.4 **Tax Implications:** Federal law currently does not recognize domestic partner relationships for tax purposes. Therefore the value of the additional benefits received by a domestic partner may be considered taxable income.
- 6.6. **Eligible Dependents Change in Relationship:** It is the responsibility of the employee to notify human resources to cancel a spouse or domestic partner's coverage if the relationship terminates or when the spouse or domestic partner no longer shares a common residence with employee. It is the responsibility of the employee to notify human resources to cancel an adult child's coverage once the adult child reaches the benefit limit. If the employee does not notify human resources of the termination of the relationship within 31 days of the event, the

employee will be held responsible for all costs for medical services received by the spouse or partner and or children of the spouse or partner after the termination of the relationship.

6.7 **COBRA Requirements:** COBRA medical insurance will be offered through CalPERS to employees, and their legal dependents as required by law. Other COBRA required insurance will be offered through JPA insurance plans. In the event of termination of marriages, domestic partnership, the death of the employee, or a depend child reaching the age limit for insurance, under the same conditions used for traditional marriages, COBRA will be offered. Should the spouse or partner elect COBRA, the coverage will continue as required by law. The spouse or partner of the employee pays for COBRA benefits.

6.8 **Retiree Medical Benefits:** Retiree medical benefits are specifically outlined in each employee agreement or subsequent Personnel Action Forms. In 2014 RGS established Health Retirement accounts for all employees eligible for medical insurance that have worked for the JPAs' and who have been eligible for medical benefits for more than five years. The terms and conditions of each plan are outlined in the plan documents.

6.9 **Retirement Plans**

6.9.1 **RGS Retirement:** RGS employees do not participate in the Public Employees' Retirement System. Instead, all RGS employees shall participate in the 401(a) retirement plan and shall be governed by its rules and regulations. RGS shall contribute 10% of salary towards the employee's 401(a) retirement plan for all hours in a paid status. However, payouts for any unused vacation shall not be included in computing salary for which RGS makes this contribution.

6.9.1.2 **457(b) Match:** Some employees are eligible for a 457(b) match, as outlined in their individual employment agreements.

6.9.1.3 **Other Benefit Plans:** As allowed by law, RGS may provide a different benefit plan, such as a defined benefit plan that will meet the provisions of California Public Employees' Pension Reform Act (PEPRA).

6.9.2 **LGS Retirement:** All regular full-time and regular part-time LGS employees participate in the Public Employees' Retirement System and are governed by its rules and regulations. Employee's retiring from LGS and eligible for concurrent retirement with CalPERS have the following benefits:

6.9.2.1 **Retirement Formula:** The retirement formula benefit for LGS employees hired on or before 12/31/2012. is 2% at age 55 For LGS employees hired after 12/31/12, the retirement formula will be 2% at age 62 unless such new employee meets the "Classic" member definition has had no less than a 6 month break in service, as determined by PERL, who then shall receive the retirement formula they were eligible for at the time of the service break.

6.9.2.2 **Sick Leave Service Credit:** Employees retiring may use sick leave to obtain additional service time. This, and is known as Sick Leave Service Credit.

- 6.9.2.3 **Single Highest Year:** Employees who were hired on or before 12/31/2012 and who retire may choose any single 12-month period in which to base their retirement calculations. Employees who are hired after 12/31/2012 who do not meet the “Classic” member definition, and who are new CalPERS members will have their retirement calculation based on the highest annualized three-year average.
- 6.9.2.4 **Other PERS Benefits:** Currently LGS has contracted with CalPERS to also provide these optional benefits.
- 6.9.2.4.1 **Pre-tax Service Credit Purchase:** Employees may purchase service credit on a pre-tax basis.
- 6.9.2.4.2 **Peace Corp Service Credit:** A member may elect to purchase up to 3 years of service credit for any volunteer service in the Peace Corps, AmeriCorps VISTA (Volunteers In Service To America), or AmeriCorps.
- 6.9.2.4.3 **Prior Service Credit:** This is service rendered by the employee prior to the effective date of the contract between the Commission and CalPERS. Permits employees to purchase prior service. The member is required to pay the normal employee contributions based on the contribution rate and compensation at date of membership plus interest until the date of completion of payments.
- 6.9.2.4.4 **Military Retiree Credit:** Permits certain retired persons to purchase up to 4 years of service credit for continuous active military or merchant marine service prior to employment.
- 6.9.2.4.5 **Military Stats:** A member may elect to purchase up to four years of service credit for any active military or merchant marine service prior to employment.
- 6.9.2.4.6 **2% Cost-of-Living Adjustments (COLA):** Beginning the second calendar year after the year of retirement, the retirement and survivor allowances will be annually adjusted by CalPERS on a compound basis of up to 2% maximum.
- 6.9.2.4.7 **Retired Death Benefit:** Upon death of a retiree, a one-time lump-sum payment of \$500 will be made to the retiree’s designated survivor(s), or to the retiree’s estate.
- 6.9.2.4.8 **Death Benefit Prior to Retirement:** Provides the death benefits being paid to a spouse of a member who died prior to retirement will continue in full should the spouse remarry.
- 6.9.2.4.9 **Employer Paid Member Contribution (EPMC):** The JPA may pay the employee’s portion of the retirement contribution as well as the employer’s portion as determined by the client group partner agency the employee is assigned

to. As required by law, EPMC will be gradually phased out by 12/31/2018.

- 6.10 **Mileage Reimbursement:** Employees, who do not receive an auto allowance and are authorized by their unit manager to use their personal vehicles for work-related business, may request mileage reimbursement on the JPA's mileage reimbursement form. Approved mileage reimbursement will be paid at the IRS per-mile business rate. The employee must have a valid California Driver's License, an acceptable driving record, and proof of automobile insurance.
- 6.11 **Vehicle Allowances:** Employees who receive a vehicle allowance are not eligible for mileage reimbursement.
- 6.12 **Compensation:** Human resources administers and maintains the JPA's Compensation Plan and may make appropriate revisions to the Plan as often as necessary to ensure that the Plan provides uniform and equitable compensation rates and policies.
- 6.12.1 **Salary Ranges:** Salary ranges and performance-based pay plans are intended to furnish administrative flexibility in recognizing individual differences among positions, in providing employee incentives, and in rewarding employees for meritorious service.
- 6.12.2 **Salary Advancements:** Salary advancements within an established range shall not be automatic, but shall be based upon satisfactory job performance as determined, and supported in writing, by the employee's unit manager. Salary advancements may only occur at the beginning of a payperiod.
- 6.12.3 **Timing of Salary Advancements:** Merit salary advancements shall occur in accordance with the following:
- 6.12.3.1 **Salary on Promotion:** Promotions may only occur at the beginning of a payperiod. An employee who is promoted to a position in a class allocated to a higher salary range than the class to which the employee was formerly assigned may receive the nearest higher monthly salary in the higher salary range.
- 6.12.3.2 **Salary on Transfer:** An employee who is transferred from one position to another in the same class or to another position in a class having the same salary range shall be compensated at the same step in the salary range as previously received. The employee's merit review and anniversary date may not change.
- 6.12.3.3 **Salary on Suspension without Pay:** Any employee who has been suspended for disciplinary reasons shall not receive pay for the duration of the suspension; nor shall any benefits which are calculated upon hours worked be credited to the employee, including, but not limited to, sick leave, vacation, retirement, or disability insurance, during the period of suspension. Should such suspension be later modified or revoked, the employee may be entitled to receive payment to compensate proportionately for loss of income and benefits during the period of suspension.

6.12.3.4 **Salary on Demotion:** An employee who is involuntarily demoted may receive a salary adjustment as determined by the ~~Client unit manager~~partner agency in consultation with human resources.

6.12.3.5 **Special Compensation:** Other compensation in the form of incentive pay, bonus, or any other such similar forms of compensation, may occur at any time not relating to an employee's anniversary date, calendar year, fiscal year, or other such timing.

6.12.3.5 **Timing of Advancements:** Salary adjustments shall occur at the beginning of the payperiod in which the employee was authorized to receive a compensation adjustment.

6.12.4 **Salary for Portion of Payperiod:** A Fair Labor Standards Act (FLSA) non-exempt employee serving on a full-time basis who works less than a full payperiod, except when on authorized leave of absence with pay, shall receive as compensation for such period an amount equal to the number of hours worked times the employee's hourly rate. For FLSA exempt employees when absent from work for a period of time, leave balances shall be used and the amount of compensation paid to said employee shall not be subject to a deduction. No deduction shall be made from the employee's paycheck even if the employee's absence cannot be covered or paid through accumulated vacation, sick leave, or compensatory time off, unless it is determined in accordance with law that such deduction will not result in the loss of exempt status of the employee.

6.12.4.1 **Allowable Deductions From Salaries:** Notwithstanding any other provisions in these Rules, the JPA may take deductions from paychecks of FLSA-exempt employees for any of the following reasons:

- When an employee is absent from work for one or more full days for personal reasons other than sickness or disability.
- For absences of one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness.
- To offset amounts employees receive as jury or witness fees or for temporary military duty pay.
- For penalties imposed in good faith for infractions of safety rules of major significance.
- For unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions.
- In the employee's initial or terminal week of employment if the employee does not work the full week.
- For unpaid leave taken by the employee under the federal Family and Medical Leave Act (FMLA).
- For absences due to a budget-required furlough.

6.12.4.2 **Prohibited Deductions From Salaries:** Notwithstanding any other provision in these Rules, if an FLSA-exempt employee is

absent for one and one-half days for personal reasons, the JPA may only deduct for the one full-day absence. The FLSA-exempt employee must receive a full day's pay for the partial day worked. In no event shall the JPA take deductions from paychecks of FLSA-exempt employees for any of the following:

- Jury duty on a workday in which the employee does any work.
- Temporary military leave.
- Witness leave on a workday in which the employee does any work, except when the employee has brought the legal action.
- Disciplinary action of suspensions less than one full workweek unless the discipline is based on an infraction of workplace conduct rules.

6.12.5 Equal Pay: In accordance with The Equal Pay Act, men and women will be given equal pay for equal work

6.13 **Payroll**

6.13.1 Paydays: Paychecks are delivered electronically to each employee's identified banking institution by midnight on the 5<sup>th</sup> working day following the end of a payperiod.

6.13.2 Direct Deposit: All employees are required to have electronic payroll deposits delivered to an identified banking institution as indicated in the Direct Deposit Authorization Form.

6.13.3 Check Stubs and Tax documents: Check stubs and end-of-the year tax documents are all-located on each employee's secured electronic timecard and payroll information site. The Agency keeps such documents in this form only and does not mail them. It is an employee's obligation to review their check stubs and tax documents regularly and to immediately notify human resources if any questions or discrepancies arise.

6.13.4 Payroll Advances: In certain situations, at the sole discretion of the JPA executive director, for employees who work regularly 20 or more hours per week, the JPA may advance funds to an employee of not more than one month's salary. Payroll advances can be made through the payroll system or through the Accounts Receivable system, with a promissory note. Payroll advances due and paid off within two payperiods shall have no interest charged. Payroll advances not paid in full by the end of two payperiods (or one month, whichever is greater) shall be charged an interest cost equivalent to the current lowest rate available to JPA ~~clients-partner agencies~~ or loan recipient agencies. Depending on the size of the payroll advance, repayment may be made within one or 2 payperiods, but it may not take longer than 6 months' duration from the time the advance was received. An employee seeking such a payroll advance shall make this request in writing to the Director of Human Resources at least two weeks prior to requesting the funds. As part of the request, the employee must indicate the requested repayment schedule and execute a promissory note stating the terms of the advance or loan that contains a release indicating that failure to repay such

payroll advances will be subject automatic payroll deductions and/or to statutory actions.

- 6.14 **Promotions:** Employees promoted from one position to another at a higher salary level shall have their hourly compensation adjusted to no less than the next higher point on the new salary range. However, nothing in this section shall preclude the executive director from adjusting the employee's salary to some higher point on the salary schedule.
- 6.15 **Salary Plan:** The classification plan contains the class specifications for the JPAs', which are broad to address the myriad and varied duties of its employees in locations throughout its service area. Classification specifications generally contain job, title, reporting relationships, minimum qualifications for education and experience, knowledge, skills, and abilities, as well as examples of work performed, and licensing or certification requirements. Classification specifications are meant to be general and not intended to ~~not~~ list every duty an employee may perform.

## **Section 7. Attendance at Public Meetings**

**Employee Attendance at Public Meetings:** Only employees who are authorized by their immediate supervisor to attend a public meeting of the JPA or ~~clients-partner agencies~~ of the JPA shall be allowed to attend on work time and be compensated for such time. Should a meeting be held after normal working hours, employees may attend and will not receive compensation for those hours unless they are specifically directed by their supervisor that their attendance at such meeting is required.

## **Section 8 Outside Employment**

- 8.1 **Outside Employment:** Employees may not engage in any outside employment, or perform off-duty work in a paid status, or consult, advise or be a member of any outside governing boards, advisory boards, steering or planning committees, or similar bodies, if that work conflicts with or impairs the employee's ability to perform their duties and responsibilities, or impacts any aspect of the JPA's or partner agency's operations. Employees are required to notify ~~their Client unit manager or the JPA's~~ human resources director of ~~any~~ outside employment or involvement with outside governing boards or committees so that the outside employment/engagement may be assessed for conflict.
- 8.2 **Workday Activities:** During the workday, employees are expected to devote their time in performing their assigned duties as an employee of either JPA. Any outside work, part-time job, hobbies, or personal business must be performed during off-duty hours.
- 8.3 **Incompatible Work:** Employee shall not perform work for compensation outside of his/her employment where any part of his/her efforts will be subject to approval by any officer, employee, board, or commission, unless the employee obtains the prior approval of the Executive Director after consultation with the ~~Client unit manager~~partner agency and human resources.

- 8.4 **JPA's Materials:** Materials developed in the course of employment with the JPA are proprietary and the property of the JPA, and may not be used by the employee for profit in an outside employment situation without the explicit approval of the JPA human resources director.

## Part C – Policies

### Section 9 Personnel Files, Personal Identifying Information, and Medical Information

- 9.1 **Official Personnel Files:** The JPA maintains an official personnel file in either hard copy or electronic form for each of its employees. Personnel files contain such personnel records as may be deemed necessary for the administration of human resources. Records of employees kept by the JPA are confidential and shall not be open to public inspection, except as required by state or federal law.
- 9.2 **Inspection of Personnel Files:** Personnel files shall be made available for inspection by employees within a reasonable time but no later than 30 days after an employee's request in a JPA-designated manner as required by law and without loss of pay, provided that employees must make arrangements with their ~~Client unit manager~~immediate supervisor if the inspection occurs on duty. Upon written request, employees may obtain copies of the materials subject to inspection for a reasonable fee not to exceed actual copying costs. The JPA may preclude inspection of certain information in accordance with law, such as background and other pre-employment information, and materials relating to confidential investigations.
- 9.3 **Confidential Files:** The JPA maintains confidential files, such as injury reports and confidential medical records, in separate files.
- 9.4 **Employee Data:** Employees of either JPA must ensure that human resources is kept apprised of their current address, personal phone number, as well as ensure that all legally required or JPA-required documentation is kept up-to-date and on file in human resources. Employees are responsible for keeping human resources apprised of all personal information related to their benefit status. Changes in marital status, birth or death that affect benefits must be communicated to human resources within 30 calendar days of the event.
- 9.5 **Personal Identifying Information (PII):**
- 9.5.1 **Policy Purpose:** ~~It is the policy of the company to comply with any federal or state statute and reporting regulations.~~ The JPA recognizes their need to maintain the confidentiality of Personal Identifying Information (PII) and understands that such information is unique to each individual. The PII covered by this policy may come from various types of individuals performing tasks on behalf of the JPA and includes employees, applicants, independent contractors, and any PII maintained on ~~the JPA's~~ various databases. The scope of this policy is intended to be comprehensive and will include requirements for the security and protection of such information throughout the JPA and its approved vendors both on and off work premises. PII may reside in hard copy or electronic records; both forms of PII fall within the scope of this policy.
- 9.5.2 **Key Elements of the Policy:** Personal Identifying Information has unique personal identification numbers or data, including:
- Social Security Numbers (or their equivalent issued by governmental entities outside the United States).

- Taxpayer Identification Numbers.
- Employer Identification Numbers.
- State or foreign drivers license numbers.
- Date of birth.
- Corporate or individually held credit or debit transaction card numbers (including PIN or access numbers) maintained in organizational or approved vendor records.

9.5.3 **PII Retention:** The JPA understands the importance of minimizing the amount of PII data it maintains and it retains such PII only as long as necessary.

9.5.4 **Data Breaches/Notification:** Databases that include PII may be breached inadvertently or through wrongful intrusion. Upon becoming aware of a data breach, human resources will notify all affected individuals whose PII data may have been compromised, and the notice will be accompanied by a description of action being taken to reconcile any damage as a result of the data breach. Notices will be provided as expeditiously as possible and in no event be later than the commencement of the payroll period after which the breach was discovered.

9.5.5 **Data Access:** The JPA maintains multiple IT systems where PII data may reside; thus, user access to such IT systems is the responsibility of each client partner agency/organization. Client-Partner agency organizations have created internal controls for such systems to establish legitimate access for users of data, and access shall be limited to those approved. Any change in vendor status or the separation of an employee or independent contractor with access will immediately result in the termination of the user's access to all systems where the PII may reside.

#### **9.5.6 Data Transmission and Transportation:**

9.5.6.1 **Access to PII:** The JPA human resources, finance, and information technology groups have defined responsibilities for access of data that may include PII. Employees may need to access PII while off site and access to such data shall not be prohibited, subject to the provision that the data to be accessed is minimized to the degree possible to meet business needs and that such data shall reside only on assigned laptops/approved storage devices that have been secured in advance.

9.5.6.2 **Vendors:** The JPA may share data with vendors who have a business need to have PII data. Where such inter-agency sharing of data is required, encryption and protection standards will be used safeguard all PII data.

9.5.6.3 **Portable Storage Devices:** The JPA reserves the right to restrict PII data it maintains in the workplace. In the course of doing business, PII data may also be downloaded to laptops or other computing storage devices to facilitate business. To protect such data, the company will also require that any such devices use approved encryption and security protection software while such devices are in use on or off company premises.

- 9.5.7 **Employee Concerns:** If an employee has reason to believe that his or her PII data security has been breached or that JPA representative(s) are not adhering to the provisions of this policy, an employee should contact the company human resources immediately.
- 9.5.8 **Confirmation of Confidentiality:** All company employees must maintain the confidentiality of PII to which they may have access and understand that that such PII is to be restricted to only those with a business need to know.
- 9.5.9 **Violations of PII Policies and Procedures:** The protection of PII data is of the utmost importance. Infractions of this policy or its procedures will result in disciplinary action up to and including termination.
- 9.6 **Confidentiality of Medical Information Act:** The JPA has a bona fide business need to collect and review medical information about its employees for various reasons. This policy is established to comply with the State's Confidentiality of Medical Information Act (California Civil Code Section 56, et.seq.), and to protect the confidentiality of medical history, mental, or physical condition, or treatment, and to limit its use in employment decisions. This policy defines "medical information", who is authorized to access that information, and how it will be stored.
- 9.6.1 **Medical Information Definition:** The Confidentiality of Medical Information Act (CMIA) broadly defines the term "medical information as: "...any individually identifiable information in possession of or derived from a provider of health care regarding a patient's medical history, mental or physical condition, or treatment." This definition *includes* information obtained from pre-employment medical examinations, fitness for duty evaluations, worker's compensation claims, verifications of disability status, and drug and alcohol testing results. In essence, any document produced by a doctor, clinic, hospital, psychiatrist, employee assistance program, substance abuse professional, or testing laboratory is considered a confidential medical record.
- 9.6.2 **Authorized Use:** To ensure proper handling of employee medical information the Commission authorizes the following positions and their designees to receive and use this type of information on an as-needed basis: Executive Director and the Human Resources Director.
- 9.6.3 **Utilization of Medical Information:** The JPA may legally receive medical reports or information without the employee's authorization for administering and maintaining the following programs:
- Employee benefits plans, including health care plans.
  - Plans providing short-term and long-term disability income.
  - Worker's compensation benefits.
  - Programs for determining eligibility for paid or unpaid medical leave.
  - Fitness-for-duty results that describe the employee's job-related functional limitations and exclude any diagnosis or statement of cause.
  - In a proceeding that is a lawsuit, arbitration, grievance, or other claim wherein the employee has placed in issue his or her medical condition.

- 9.6.4 **Protecting Employees Medical Information:** To protect employee's rights under the CMIA, the JPA shall keep the information in a medical file, in a separate secure file, apart from personnel files.
- 9.6.5 **Release of Employee Medical Information:** Should the JPA need medical information about an employee in order to assess accommodation, workplace safety, fitness for duty, etc, a release of information form must be signed by the employee.

## **Section 10 Separation From Service**

- 10.1 **Resignation:** Employees are encouraged to give at least 2 weeks' notice when resigning. The resignation becomes effective upon receipt of an oral, written, or e-mailed notice of the resignation to the JPA human resources director. The resignation letter or e-mail should state the effective date and reasons for leaving. Once a resignation becomes effective, it is irrevocable except that the Executive Director after consultation with the Client-unit-partner agency manager and human resources may, in his/her discretion, permit a resignation to be rescinded.
- 10.2 **Automatic Resignation:** Employees are deemed to have resigned when absent from work without prior authorization for at least three workdays. The JPA shall give notice of such automatic resignation. The JPA may investigate and, if warranted, in its discretion, grant a leave of absence to replace the automatic resignation if the investigation shows that granting the leave is warranted by the circumstances of the absence. The JPA shall investigate if the employee submits a written request and, in its discretion, may grant a leave of absence to replace the automatic resignation if the investigation shows that granting the leave is warranted by the circumstances of the absence. The employee, who is at will, shall have no right of appeal the automatic resignation.
- 10.3 **Failure to Report:** Failure on the part of an employee, absent without leave, to return to duty within one working day, including failing to show up at any time and/or failing to return after an authorized leave may be cause for immediate discharge.
- 10.4 **Discharge:** At will employees may be discharged by the Executive Director with or without reason or just cause and without right of appeal.
- 10.5 **Layoff Policy and Procedure:**
- 10.5.1 **Statement of Intent:** When, in the judgment of the Executive Director, it becomes necessary to abolish a position or employment due to lack of funds, curtailment of work, organizational changes, or for other business reasons, the employee holding such position or employment may be laid off or demoted without disciplinary action and without the right of appeal. An employee who is laid off has no bumping rights, no right to appeal the decision to layoff, nor any greater rights to return status. Employees are at will and are not afforded appeal rights for involuntary separation from employment.
- 10.5.2 **Order of Layoffs:** Layoffs shall be by made in accordance with serving the best needs of the JPA.

10.5.3 **Notification:** Employees to be laid off shall be given as much notice as possible, prior to separation.

## **Section 11 Evaluations, Transfer, and Reinstatement**

11.1 **Employee Performance Evaluations:** The JPA shall strive to provide a professional work environment that encourages and supports fair and equitable treatment of its employees. The JPA recognizes the importance of employee performance appraisals in sustaining an effective staff, and further, encourages an open, ongoing dialogue between ~~Client-unit~~partner agency managers, supervisors, and employees. Performance appraisals are completed generally once a year and may be done more frequently at the discretion of the ~~Client-unit~~managerpartner agency. The purpose of the employee performance evaluation process is to provide an opportunity for the ~~Client-unit~~managerpartner agency and employee to review and evaluate performance standards and objectives. Performance evaluations are completed generally once a year and may be done more frequently at the discretion of the ~~Client-unit~~managerpartner agency. Performance appraisals are not subject to the grievance procedure.

11.1.1 **Annual Performance Appraisals:** At a minimum, a work planning and performance evaluation shall occur at least once a year for employees at an appropriate date. For all employees who are at the top of the salary range, performance evaluations may be done annually but no less than once every two years.

11.1.2 **Evaluation Forms:** The performance evaluation shall be completed on any form acceptable to human resources.

11.1.3 **Performance Improvement Plan:** The ~~Client-unit~~partner agency manager may propose a Performance Improvement Plan to improve deficiencies in performance. Such Performance Improvement Plan is to be considered part of the evaluation program and is not considered disciplinary action.

11.2 **Transfer:** Upon approval of the Executive Director after consultation with the ~~Client-unit~~partner agency manager and human resources, an employee may be transferred at any time from one position to another.

11.3 **Reinstatement:** The Executive Director after consultation with the ~~Client-unit~~managerpartner agency and human resources may approve the reinstatement of an employee who has resigned with a good record or was laid off, to a vacant position without competing for the position within 12 months of separation from service. In addition, reinstated employees are eligible to receive any accrued but unused and unpaid out leave the employee had at the time of separation, if the reinstatement occurs within 3 months of separation.

## **Section 12 Smoking Prohibition**

As required by state law, smoking is prohibited in all JPA or client-partner agency vehicles, facilities, and within 20 feet of any entrances, exits, and windows that can be opened. Smoking is also prohibited while driving or riding in a vehicle on work-related business.

### **Section 13 Accepting Gifts**

Employees are discouraged from accepting gifts or favorable treatment which could reasonably be perceived as potentially influencing any decision or action of the employee in the employee's official capacity, or any decision or action of the JPA or partner agency in which the employee represents, from any outside vendor, citizen, or organization except for gifts of food that are shared among other employees and that retail for less than \$75. Employees shall adhere to the Fair Political Practices Commission (FPPC) rules for accepting and reporting gifts.

### **Section 14 Relatives Working for the JPA**

- 14.1 **Relatives Working for the JPA:** No employee, prospective employee, or applicant shall be improperly denied employment or benefits of employment on the basis of marital status with another employee or official of the JPA, if such an employee is otherwise qualified.
- 14.2 **JPA Rights:** Notwithstanding the above, the JPA retains the right to take appropriate steps to avoid inappropriate working relationships among relatives. For administrative purposes, a relative shall be defined as a spouse or domestic partner, child, step-child, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, cousin, niece, nephew, parent-in-law, brother-in-law, sister-in-law, or any other individual related by blood, marriage, living in the same household, or the equivalent relationships through a lawfully registered domestic partnership, or having a personal relationship that may be perceived as compromising employment objectivity. Notwithstanding the above, the JPA retains its rights to:
- 14.2.1 **JPA Rights:** The JPA Agency will ensure that steps are taken to avoid inappropriate working relationships that are under the direct or indirect supervision of another party of a relationship. In no instance, shall an officer or employee execute direct supervision over or participate in decisions over initial~~te~~ employment, retention, evaluation, promotion or work assignments of~~over~~ another employee defined herein as a relative or a party in the relationship with that employee.
- 14.2.2 **Same Work Unit:** The JPA may refuse to place 2 parties to a relationship in the same unit or facility when such action has the potential for creating adverse impact on supervision, safety, security, or morale, or involves potential conflicts of interest.
- 14.2.3 **Disqualification:** The JPA may disqualify an employee one party to a relationship for a position privy to confidential personnel matters who has a relative already in JPA employment when the relationship may compromise confidential information.

14.2.4 **Transfer:** The JPA may promote or transfer one or both of the employees to position(s) in which the employee is eligible and qualified in the event that the JPA learns of a relationship between the employees as described above..

## **Section 15 Political Activity Prohibition**

Except as specifically allowed by law, JPA employees are prohibited from participating in any political activity while on duty or while performing official business.

## **Section 16 Violations of the Hatch Act**

16.1 **Hatch Act:** The Agency and its ~~clients-partner agencies~~ may apply for federal grant funding for a variety of projects. If this occurs, the Hatch Act provision may be applicable to covered employees. Some of those grant funds may be used for employee compensation. The Hatch Act prohibits government employees who are compensated by federal funding from engaging in partisan political activities, including but not limited to the following:

16.1.1 **Membership:** The Act precludes employees from membership in any political organization which advocates the overthrow of our constitutional form of government.

16.1.2 **Campaign Contribution Limits:** Employees receiving compensation from federal funds have an annual ceiling of \$5,000 for contributions to the campaign of an individual candidate for federal office.

16.1.3 **Guidelines:** Below are some of the guidelines that employees receiving compensation from federal funds need to follow when working or volunteering on a political campaign for federal office. Employees may not:

- Be a candidate in a political election in which any candidate represents a political party.
- Raise money for a partisan political campaign.
- Allow their names to be used in any fundraising appeal on behalf of a partisan political campaign.
- Participate in a phone bank that is engaged in fundraising for a partisan campaign.

## **Section 17 Workplace Accommodations for Employees With Disabilities**

17.1 Requesting Reasonable Accommodation: If an employee believes he/she has a disability, the employee may request a reasonable accommodation for that disability. Such requests should be submitted to the ~~employee's-JPA's Client unit manager or~~ human resources. Human resources, in consultation with the ~~Client unit manager~~partner agency, may engage in an interactive process with the employee to determine an appropriate reasonable accommodation for ~~the a~~qualified employee in accordance with applicable law.

17.2 **Accommodation Types:** One type of accommodation to be considered is a leave of absence. A leave of absence will be considered a reasonable accommodation so long as there is a good likelihood that the employee will be able to return to work and perform the essential functions of his/her position within a reasonable and definite period of time. Other types of accommodations to be considered will be transfer to an open and available position for which the employee is qualified. The JPA has no obligation to create a new position for the employee as an accommodation. The JPA also does not have an obligation to transfer the employee to a position that is already held by another employee.

17.3 **Inability to Perform Essential Functions:** If the employee's physical or medical condition causes the employee to be unable to perform the essential functions of his/her position even with a reasonable accommodation, the JPA may separate the employee from employment for medical reasons. However, if the employee is eligible for disability retirement, he/she shall be retired rather than separated from employment.

## **Section 18 Drug and Alcohol-free Workplace Environment**

18.1 **Policy:** JPA policy is to maintain a drug-free workplace. Involvement with alcohol and drugs on and off the job can take its toll on job performance and employee safety. Employees must be in a condition to perform their duties safely and efficiently. The presence of alcohol and drugs on the job, and the influence of these substances on employees during working hours, is prohibited. If an employee is misusing alcohol or drugs, the JPA may refer the employee for treatment. This treatment may or may not be covered by the JPA health plan or the treatment may be at the employee's own expense.

18.2 **Unlawful Behavior:** No employee shall unlawfully manufacture, distribute, dispense, possess, use, or be under the influence of any alcoholic beverage, drug, or controlled substance as defined in the Controlled Substances Act and Code of Federal Regulations during work hours or in any workplace. Employees who engage in this prohibited behavior may be subject to discipline up to and including termination.

18.3 **Drug Testing on Reasonable Suspicion:** Upon reasonable suspicion of an employee being under the influence of drugs or alcohol while on duty, the JPAs may require the employee to submit to drug and alcohol testing, at JPA expense. Employees who decline to submit to such testing may be subject to discipline, up to and including termination of employment.

## **Section 19 Whistleblower Protection**

19.1 **Purpose:** It is the intent of the JPA to adhere to all laws and regulations that apply to it. The underlying purpose of this policy is to support JPA goals of legal compliance. Support by all employees is necessary to achieving compliance with various laws and regulations.

- 19.2 **Policy:** If any employee reasonably believes that some policy, practice, or activity of the JPA or an entity with which the JPA has a business relationship is in violation of a law, a written complaint must be filed by that employee with the RGS/LGS Director of Human Resources.
- 19.3 **Non-retaliation:** The JPA will not retaliate against an employee who in good faith, has made a protest or raised a complaint about some practice of the JPA or its client partner agencies, or of an entity with which the JPA has a business relationship, on the basis of a reasonable belief that the practice is in violation of law. This non-retaliation provision also applies to any report by an employee of a potential violation by the JPA or its affiliated entities of Title I of the Affordable Care Act, based on the employee's reasonable belief that the practice is in violation of the law.

## **Section 20 Conflict of Interest Code**

- 20.1 **Background:** Under the Political Reform Act, all public agencies are required to adopt a conflict of interest code, which designates positions required to file Statements of Economic Interests (Form 700), and assigns disclosure categories specifying the types of interest to be reported. The Form 700 is a public document intended to alert public officials and members of the public to the types of financial interests that may create conflicts of interests for Authorities' staff.
- 20.2 **Designated Positions:** ~~Client organizations~~Partner agencies shall designate their own covered positions. The JPA designates the following:
- Board Members of either JPA.
  - Executive Committee members of either JPA.
  - Executive Director
  - Director of Human Resources
  - Legal Counsel
  - And any JPA administrative position, as identified.
- 20.3 **Disclosure Categories:** A primary purpose of the code is to require disclosure of those types of investments, interests in real property, sources of income, and business positions that designated positions may affect in their decision-making.

## **Section 21 Non-Solicitation Prohibition**

- 21.1 **Policy:** Unauthorized solicitation by employees including, but not limited to, seeking payments, contributions to charities and other organizations, bets, memberships, funds, sale of merchandise, services or tickets, requesting support for a political candidate or commitment with respect to causes, groups, or interests is not permitted on any JPA or client-partner agency premises at any time. This includes solicitation that is discriminatory, hateful, harassing, illegal, defamatory, profane, or obscene.
- 21.2 **Distribution and Posting of Literature by Employees:** Distribution of handbills, brochures, advertisements, announcements, and other such unauthorized literature is not permitted. Employees may not use Agency property such as walls,

doors, and bulletin boards for posting of unauthorized information/materials. Employees also may not use Agency-provided resources including but not limited to, e-mail, fax machines, photocopiers, and the Agency-accessed Internet and Intranet for non-work-related literature distribution purposes. This restriction applies whether employees are on or off-duty, whether the activities are conducted during working or non-working hours, or whether the activities are located on or off the premises.

21.3 **Solicitation or Distribution By Non-Employees/Outside Organizations:** Unauthorized solicitation or distribution of handbills, brochures, advertisements, announcements, and other such unauthorized literature by anyone who is not an employee of the JPA is not permitted on the premises at any time.

21.4 **Limited Exceptions To Solicitation/Distribution Policy:** JPA- or partner agency-sponsored activities including but not limited to, United Way campaign, March Of Dimes Walk, Aids Walk, American Heart Association campaign, food/toy drives, and blood drives are approved exceptions to this guideline. Other limited exceptions to this prohibition must be approved in writing by human resources after consideration of such factors as the frequency of the solicitation, the extent of the disruption likely to be caused to the workplace, nature of the solicitation (charitable or commercial) and the need to be consistent in application. All requests for on-site visits by outside organizations must be approved in writing by human resources several days prior to the event.

## **Section 22 Prohibition Against Fraud**

22.1 **Background:** This anti-fraud policy aids in the detection and prevention of fraud (as defined below) against the JPA and provides guidelines and assigns responsibility for the development of controls and conduct of investigations.

22.2 **Policy Scope:** This policy applies to any fraud or suspected fraud, involving employees as well as consultants, vendors, contractors, outside agencies doing business with employees of such agencies, and/or any other parties with a business relationship to the JPA. Any investigation activity required will be conducted without regard to the suspected wrongdoer's length of service, position, title, or relationship to the JPA.

22.3 **Policy:** JPA management is responsible for the detection and prevention of fraud, misappropriations of funds, and other inappropriate conduct within the JPA and their respective organizational units. Fraud is defined as the intentional, false representation, or concealment of a material fact for the purpose of inducing another to act upon it. Management should be familiar with the types of improprieties that might occur within their own area of responsibility, and be alert for any indication of fraud and develop any specific necessary controls to prevent, deter, or identify fraudulent activities. Any fraud that is detected or suspected must be reported immediately to the Director of Human Resources, who coordinates all investigations.

22.4 **Actions Constituting Fraud:** For the purposes of this policy, the term fraud includes, but is not limited to, any of the following:

- The intentional, false representation, or concealment of a material fact for the purpose of inducing another to act upon it.
  - Forgery or alteration of any document or account belonging to the JPA or its clients-partner agencies.
  - Misappropriation of funds, securities, supplies, or other assets.
  - Impropriety in the handling or reporting of money or financial transactions.
  - Profiteering as a result of insider knowledge of agency activities.
  - Disclosing confidential and proprietary information to outside parties.
  - Accepting or seeking anything of material value from contractors, vendors, or persons providing services/material with the exception of gifts of less than ~~\$50~~ 75 in value.
  - Destruction, removal, or inappropriate use of records, furniture, fixtures, and equipment.
  - Any similar or related activity.
- 22.5 **Reporting Procedures:** Any employee who suspects dishonest or fraudulent activity (as defined above) shall notify the Director of Human Resources immediately, and should not attempt to personally conduct investigations, interviews, or interrogations related to this activity.
- 22.6 **Investigating Suspected Fraud:** Upon receiving complaints of fraud, the JPA may undertake an investigation of the complaints. The Executive Director, human resources, or the JPA attorney may retain an outside investigator to conduct the investigation. Complaints shall be investigated to the extent that the JPA deem appropriate. Any investigation and investigation report prepared relating to the complaint shall be kept confidential, except as required by law.
- 22.7 **Disciplinary Action:** Employees found to have engaged in fraud may be subject to disciplinary action, up to and including termination of employment.
- 22.8 **Dishonest or Uncooperative Behavior:** Employees found to have been dishonest or uncooperative during an investigation into allegations of misconduct, including fraud, may be subject to disciplinary action up to and including termination of employment.

## **Section 23 Confidentiality Practices**

- 23.1 **Policy:** The public and other parties with whom we do business entrust the JPA with important information relating to their businesses. It is JPA policy to follow state and federal regulations in that all information considered confidential will not be disclosed to external parties or to employees without a “need to know.” If there is a question of whether certain information is considered confidential, the employee should first check with his/her immediate supervisor. This policy is intended to alert employees to the need for discretion at all times and is not intended to inhibit normal business communications.
- 23.2 **Protecting Information:** Employees have access to a variety of sensitive and confidential information by virtue of their job assignment. Employees must comply with any measures and policies that the JPA or its clients-partner agencies institute

regarding confidential information and privacy, including those required by applicable laws. Employees must also protect that information from disclosure to anyone, except where that disclosure is required by their jobs. When a JPA ~~client~~ partner agency makes it possible to access or use confidential information from a remote location, employees shall follow the ~~client's~~ partner agency's policies and procedures for doing so, and shall not store such information at the remote location. Disclosing confidential information for non-work-related business in e-mails, on websites, on social networking sites, in chat rooms, or in blogs or other such media is expressly prohibited. Verbally communicating such information in person, over the phone, or in any other manner for non-work-related purposes is also expressly prohibited. Additionally, JPA logos may not be used in any of these forums for non-work-related purposes.

23.3 **Confidential Information:** Confidential information shall include but may not be limited to any of the following:

- Passwords and access codes.
- Individual employment records.
- Personal information.
- The JPA's financial statements.
- Computer programs and object and source codes.
- Systems containing medical information or proprietary information and their documentation.
- Other non-public business and technical information, whether related to past, present, or future programs and services.

23.4 **Penalties for Disclosing Confidential Information:** Employees who disclose confidential information are subject to disciplinary action up to and including dismissal from employment.

## **Section 24 Equal Employment/Anti-discrimination**

24.1 **Anti-discrimination Policy:** The JP is committed to equal opportunity in employment and services. The JPA, its employees, contractors, and agents shall not discriminate or harass with respect to service provision, program operation, or in the recruitment, selection, testing, training, transfer, promotion, demotion, termination, performance appraisal process, compensation, or in any other term, condition, or privilege of employment because of the individual's actual or perceived race, color, religion including religious dress and grooming practices, gender, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, breast-feeding status, military veteran's status, or any other basis protected by law, or on the basis of a perception that an individual is associated with a person who has, or is perceived to have, any of these characteristics. Harassment based on any of the protected categories listed above is also prohibited. Discrimination based on an employee receiving a health insurance tax credit or subsidy through the federal Affordable Care Act is also prohibited.

24.2 **Equal and Fair Personnel Practices:** The JPA, its employees, contractors, and agents must administer all human resource functions in a manner that is equal and fair to all employees and prospective employees. It is the obligation of every employee in all the locations to comply with this policy in substance, practice, and in spirit.

24.3 **Non-discrimination and Harassment Policy:**

24.3.1 **Purpose:** The purpose of this policy is:

24.3.1.1 **Reaffirm:** The JPA commitment is to prohibit and prevent unlawful discrimination (including harassment) in all workplaces.

24.3.1.2 **Define:** To define discrimination and harassment prohibited under this policy.

24.3.1.3 **Identify Procedures:** To set forth a procedure for resolving complaints of prohibited discrimination and harassment.

24.3.2 **Interpretation and Application of Policy:** This policy shall not be construed to create a private or independent right of action. Although this policy is intended to prohibit discrimination consistent with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the California Fair Employment and Housing Act, California Labor Code Section 1102.1, and the Affordable Care Act, the JPA reserves the right to interpret and apply this policy to provide greater protection than what is afforded under those laws.

24.3.3 **Misconduct:** Harassment and discrimination are considered serious acts of misconduct and will not be tolerated. Employees who violate this policy and engage in acts of harassment or discrimination of any type, for any duration, shall be subject to severe disciplinary action, up to and including termination.

24.3.4 **Non-retaliation:** Retaliation against individuals who complain of harassment or discrimination or who participate in an investigation into harassment or discrimination shall not be tolerated. This includes retaliation against any employee who reports a potential violation of Title I of the Affordable Care Act by the JPA or participates in an investigation or proceeding regarding a potential violation of Title I of the Affordable Care Act by the JPA or objects to or refuses to participate in any activity that the employee reasonably believes to be in violation of Title I of the Affordable Care Act by the JPA. Employees who engage in such acts of retaliation shall be subject to serious disciplinary action, up to and including termination.

24.3.5 **Definitions:**

24.3.5.1 **Harassment:** Depending upon the circumstances, a single act of harassment, as defined below, can violate this policy.

24.3.5.1.1 **Verbal Harassment:** Includes but is not limited to epithets, jokes, comments, or slurs that identify a person on the basis of his/her protected classification, intimate or other nicknames, comments on appearance, including dress or physical features, or stories that tend to disparage those with a protected classification.

24.3.5.1.2 **Visual Forms of Harassment:** Includes but is not limited to gestures, posters, notices, bulletins, cartoons, photography, or drawings that tend to disparage those with a protected classification.

24.3.5.1.3 **Physical Harassment:** Includes but is not limited to the following conduct taken because of an individual's protected classification: assault, impeding or blocking movement, physically interfering with normal work or movement, pinching, grabbing, patting, propositioning, leering, making express or implied job threats or promises in return for submission to physical acts, mimicking, stalking, or taunting.

24.3.5.1.4 **Sexual Harassment:** Includes unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature that are an express or implied condition of continued employment or other term and condition of employment.

24.3.5.1.5 **Retaliation:** Any adverse employment action taken because an employee has reported harassment, or has participated in the complaint procedure. "Adverse employment action" includes any personnel action that has a significant effect upon the terms or conditions of employment.

24.3.6 **Guidelines for Identifying Harassment:** To help clarify what constitutes harassment in violation of this policy, employees shall use the following guidelines:

24.3.6.1 **Unwelcome Conduct:** Harassment includes any conduct which would be unwelcome to a reasonable person of the recipient's same protected classification and which is taken because of the recipient's protected classification.

24.3.6.2 **Appearance of Consent:** It is no defense that the recipient appears to have voluntarily consented to the conduct at issue. A recipient may not protest for many legitimate reasons, including the need to avoid being insubordinate or to avoid being ostracized.

24.3.6.3 **Lack of Complaints:** Simply because no one has complained about a joke, gesture, picture, physical contact, or comment does not mean that the conduct is welcome. Harassment can evolve over time. Small, isolated incidents might be tolerated up to a point. The fact that no one is complaining now does not preclude anyone from complaining if the conduct is repeated in the future.

24.3.6.4 **Third-party Observer:** Even visual, verbal, and/or physical conduct between 2 employees who appear to welcome it can constitute harassment of a third applicant, officer, official, employee, or contractor who observes the conduct or learns about the conduct

later. Conduct can constitute harassment even if it is not explicitly or specifically directed at an individual.

24.3.6.5 **Intention:** Conduct can constitute harassment in violation of this policy even if the individual engaging in the conduct has no intention to harass. The JPA recognizes that it is legitimate for those in protected classifications to have heightened sensitivities to harassment as a result of their life experiences. Even well-intentioned conduct can violate this policy if the conduct is directed at, or implicates a protected classification, and if an individual of the recipient's same protected classification would find it offensive.

24.3.6.6 **Single Act:** A single act can violate this policy and provide grounds for discipline. Therefore, if employees are in doubt as to whether any particular conduct may violate this policy, they should not engage in the conduct, and should seek guidance from a supervisor.

24.4 **Reporting Harassment or Discrimination:**

24.4.1 **Reporting:** Any employee who believes he/she has been harassed or discriminated against in violation of this policy should promptly report it orally or in writing to the employee's ~~Client-unit-manager~~ immediate supervisor, human resources, or the Executive Director. An employee is not required to complain first to ~~a Client-unit-manager~~ their immediate supervisor if that person is the individual who is harassing and/or engaging in discriminatory actions against the employee. Instead, the employee may report the harassment/discrimination to any management employee.

24.4.2 **Receiving Complaints:** Any ~~Client-unit-partner agency~~ manager who receives a complaint of harassment/discrimination, or who observes or otherwise learns about harassing conduct is required to notify human resources immediately. Failure to do so may result in disciplinary action.

24.4.3 **Action Taken With No Complaint Filed:** If human resources becomes aware of likely inappropriate actions or behavior, it may undertake an investigation even though no complaint has been filed.

24.5 **Remedial Action:**

24.5.1 **Action:** Upon receiving complaints of discrimination or harassment, the JPA may undertake an investigation of the complaints. The Executive Director, human resources, or JPA attorney may retain an outside investigator to conduct the investigation. All complaints shall be investigated to the extent that the JPA deems appropriate. Any investigation and investigation report prepared relating to the complaint shall be kept confidential except as required by law. A guarantee of confidentiality or anonymity cannot be made since the investigation involves discussion with other parties directly involved. If harassment or discrimination is found to have occurred in violation of this policy, action shall be taken to ensure or confirm that the harassment or discrimination at issue is stopped. The JPA may take whatever measures are appropriate to ensure its workplaces remain free from discrimination or harassment.

- 24.5.2 **Disciplinary Action:** Employees found to have engaged in discrimination or harassment covered by this policy may be subject to disciplinary action up to and including termination of employment. First-time violations of this policy, depending on the severity of the conduct, may lead to termination.
- 24.5.3 **Dishonest or Uncooperative Behavior:** Employees found to have been dishonest or uncooperative during an investigation into allegations of harassment or discrimination may be subject to disciplinary action up to and including termination of employment.
- 24.6 **No Retaliation:** Employees should feel free to report valid claims of harassment or discrimination without fear of retaliation of any kind. The JPA will not retaliate against or tolerate retaliation against employees for making any complaint of harassment in good faith, or against any employee for cooperating in an investigation.
- 24.7 **Dissemination:** Policy and complaint procedures shall be provided to employees, and to new employees. From time to time, the JPA may also conduct training for its employees to assist them in learning how to recognize, avoid, and correct harassing and discriminatory behavior.
- 24.8 **Department of Fair Employment and Housing (DFEH) and the Equal Employment Opportunity Commission (EEOC):**
- 24.8.1 **DFEH:** In addition to notifying the JPA about harassment or retaliation, an affected employee may also direct his/her complaint to the California DFEH. The deadline for filing complaints with the DFEH is one year from the date of the alleged unlawful conduct. The nearest DFEH office or the FEHC can be found by searching the internet, looking in the local telephone directory, or by checking in the area where employment-related posters are kept.
- 24.8.2 **EEOC:** An employee also has the right to direct his/her complaint to the federal Equal Employment Opportunity Commission.
- 24.9 **Obligations of Employees:**
- 24.9.1 **Know the Policies:** Employees are responsible for knowing the JPA anti-discrimination policy; refraining from harassing and discriminatory behavior, reporting incidents of harassment and discrimination in a timely fashion; cooperating in any investigation concerning allegations of harassment or discrimination.
- 24.9.2 **Communicate:** Employees are also encouraged to communicate with one another to assist co-workers in identifying, avoiding, and addressing behavior that may be perceived as harassing, discriminatory, or otherwise offensive.

## **Section 25 Travel and Training**

- 25.1 **Travel and Training:** The JPA is committed to ensuring that its employees receive adequate training to perform their jobs. Training and travel are subject to management approval. Training opportunities that occur during normal work hours require approval by the Client unit manager/employee's immediate supervisor.

- 25.2 **Minimizing Lost Work Time:** The JPA generally requires that training, and attendant travel, be scheduled in a way that will minimize expense.
- 25.3 **Cost-effective Travel:** JPA business travel shall be carried out in an efficient, cost-effective manner resulting in the best value. Teleconferencing should be considered when possible. The JPA will pay or reimburse all business travel-related expenses based on reasonableness and on their meal guidelines, on the actual amount of expense incurred by the employee, and on the terms and conditions of the employee's individual employment agreement. Receipts when available are required for all travel expenses. Reimbursement for personal expenses and alcoholic beverages will not be authorized for payment.
- 25.4 **Travel Guidelines for Allowable Travel:** Allowable travel is for such work-related items as:
- 25.4.1 **Legislators:** Communicating with representatives of regional, state, and the federal government on JPA- or ~~client~~partner agency-adopted policy positions.
- 25.4.2 **Professional Organizations:** Serving on professional organizations or governmental committees, boards, or task forces.
- 25.4.3 **Conferences:** Attending educational seminars, conferences, or organized educational activities designed to improve skill levels or provide information on topics important to JPA or client policy and operations.
- 25.4.4 **Research:** Preparing research for JPA projects or implementing adopted plans, policies, goals, or programs.
- 25.4.5 **Meetings:** Attending meetings involving activities or decisions important to JPA interests, consistent with adopted plans, policies, goals, or programs.
- 25.4.6 **Events:** Attending events where JPA or a ~~client-organization-partner~~agency is a formal sponsor or participant, or in performance of official duties.
- 25.4.7 **Community Groups:** Communicating with individuals or representatives of community groups on policy positions adopted by or under consideration by the JPA or ~~client-organization~~partner agency.
- 25.4.8 **Employee Recognition:** Recognizing employee service to the JPA or ~~client-organizations~~partner agency.
- 25.4.9 **Other Business Activities:** Engaging in other business related activities with a direct connection to the implementation of adopted plans, policies, goals, or programs.
- 25.5. **Government or Group Transportation and Lodging Rates:** It is the policy to use discounted government or sponsoring group rates for transportation, whenever these are offered and available.
- 25.6 **Sponsored Lodging Costs:** When conference or training sponsors have made arrangements for lodging, employees shall stay at one of these facilities and the cost should not exceed the maximum group rate published. In the event that rooms are not available at one these facilities, employees should stay at a comparable facility at a comparable cost, not to exceed the maximum group rate published by the sponsor.
- 25.7 **Receipts:** Receipts must be submitted for all expenses with the exception of bridge toll receipts. In the event that receipts are not available, an employee must provide

a written explanation of the circumstances as to why this is the case and reason the expense was incurred.

25.8 **Meal Guidelines for Local Meeting and Training Costs:** Employee's are expected to use good judgment when traveling and when purchasing meals. The JPA uses as guidelines the IRS meal allowances at the time the travel was undertaken for the state in which it was taken at the highest allowable cost for that state. This information can be found at [http://www.irs.gov/publications/publication number 1542/](http://www.irs.gov/publications/publication%20number%201542/).

25.8.1 **Allowable Meal Expenses:** Meals not incurred as part of out-of-area or overnight travel are limited to activities outside of normal duties, such as business-related meetings held before or after regular working hours (including working lunches where this is the only time available) or extended overtime due to special projects or emergencies.

25.8.2 **Unallowable Meal Expenses:** Meal reimbursements are not allowed as part of routine daily work assignments, unless part of the registration cost or the meal is served on site as part of the program to keep all participants together and not have them disperse for meals.

25.9 **JPA Administrative Staff:** Employees who hold certain positions who are required to travel frequently may use a per diem expense plan for qualified business meals. Those eligible positions are designated by the JPA Executive Director and may choose the option of submitting receipts or using the per diem rate per each business travel-related meals.

25.9.1 **Per Diem Rate:** The rate for meal expenses is \$75.00 per 24-hour period and is pro-rated for partial days. Rates apply statewide and may be adjusted for inflation or extenuating circumstances.

25.9.2. **Exceptions:** The Executive Director may make exceptions based on travel length, purpose, or other conditions.

## **Section 26 Information and Electronic Systems Use**

26.1 **Definitions:** Electronic systems are defined as all hardware, software, and other electronic communication or data processing devices owned, leased, or contracted for by the JPA or client organizationspartner agencies and available for official use, by employees. This use includes, but is not limited to, electronic mail, voice mail, calendaring, and systems such as the internet.

26.2 **Public Disclosure:** Employees who use electronic systems and/or tools provided by the JPA do not have a right of privacy in such uses. Under the Public Records Act, e-mail messages and information stored in work computers and other electronic systems are public records subject to disclosure to the public, or they can be subpoenaed. In addition, the JPA reserves the right to review, audit, and disclose all matters sent over and/or stored in work systems at any time without advance notice. The Executive Director or his designee retains the right to enter and/or retrieve an employee's electronic communication system, data files, logs and programs used on JPA- or clientpartner agency-owned electronic systems. Security features provided by the electronic communication system, such as, passwords,

- access codes, or delete functions, shall not prevent authorized employees from accessing stored electronic communications. Deletion of e-mail messages or files may not fully eliminate the message from the system.
- 26.3 **Serial Meetings:** In accordance with the Brown Act (Gov Code section 54950 et seq.), employees must take care to ensure that electronic systems are not used to transmit, either all-at-once or serially, legislative officials' positions on matters of JPA business to a majority of any body of elected officials.
- 26.4 **Use During Normal Business Hours:** The JPA electronic systems are provided for the purposes of conducting business. Except for brief, occasional, necessary, or emergency use, the electronic systems shall not be utilized for personal use during normal business hours. Use of non-JPA or non-~~client-partner agency~~ business software including games or entertainment software is considered an improper use of these electronic systems. Employees shall not conduct personal or private business, including purchase of goods or services via the JPA or ~~client's-partner agency's~~ internet connection. Such uses are prohibited at all times.
- 26.5 **Account Access:** Employees shall not attempt to gain access to another employees' personal file of electronic mail messages without the latter's express written permission or permission from the ~~Client-unit-manager~~employee's immediate supervisor, human resources, or executive director. The JPA will not require employees to provide passwords to any personal e-mail or social media accounts unless needed for an official investigation and allowed by law.
- 26.6 **Prohibited Use:** The electronic mail and other electronic systems shall not be used in a way that may be disruptive, offensive to others, harmful to morale, violate JPA policies and procedures, or violate laws. These electronic systems shall not be used to solicit or proselytize others for commercial venture, religious or political causes, outside organizations, or other non-job-related solicitations. Improper use includes any display or messages that are derogatory, defamatory, obscene, violent, or offensive to employees or the public and/or any messages that are of a sexual or discriminatory nature, including, but not limited to, slurs, offensive jokes, or other offensive language of disparagement of others based on their protected status, including, but not limited to race, national origin, sex, sexual orientation, age, disability, or religious beliefs.
- 26.6.1 **Policy Compliance:** Employees are required to comply with all operational guidelines developed by the JPA. Such guidelines will address operational standards such as: message retention, schedule, copyright issues, use of passwords, system availability, back-up procedures, etc.
- 26.6.2 **Incidental Use:** Incidental and occasional personal use of electronic mail is permitted within the JPA, but the messages will be treated no differently from other messages and will remain the property of the JPA as to review and auditing procedures. All personal use shall be done outside of normal working hours.
- 26.6.3 **Personal Messages:** Employees who use JPA electronic mail systems to send or receive personal or private messages must remove such messages from the system no later than 30 days after receiving or sending. Employees

have no right of privacy to any email, whether personal or business related, in JPA computers.

26.6.4 **Internet Use:** Occasional personal access to the internet may be permitted. Such personal use shall only be permitted if it does not interfere with or delay the employee's work or interfere with regular JPA business and shall comply with all provisions herein. All personal use of the internet may be periodically reviewed by the ~~Client-unit manager~~employee's immediate supervisor.

26.6.5 **Other Prohibited Uses:** In addition to other prohibited uses, employees shall not:

26.6.5.1 **Install:** Install programs on computer system (including but not limited to virus checking and screen savers) without the prior written consent of the ~~Client-unit manager~~employee's immediate supervisor.

26.6.5.2 **Copy:** Copy programs for personal use.

26.6.5.3 **Disclose:** Disclose an account password or otherwise make the account available to others.

26.6.5.4 **Infringe:** Infringe on others' access and use of computers, including but not limited to:

26.6.5.4.1 **Excessive Messages:** Send excessive messages, either locally or offsite.

26.6.5.4.2 **Unauthorized System Modification:** Unauthorized modification of system facilities, operating systems, or disk partitions.

26.6.5.4.3 **Crashing the Network:** Attempt to crash or tie up an computer or network.

26.6.5.4.4 **Damaging:** Damage or vandalize computing facilities, equipment, software, or computer files.

26.6.5.4.5 **Intentionally Developing or Using Bad Programs:** Use of programs that disrupts other computer users, intentionally developing bad programs, access private or restricted portions of the system, and/or damage system software or hardware components.

26.6.5.4.6 **Installing:** Install or use a modem on JPA or ~~client partner agency~~ owned or leased computers without the prior written consent of the ~~Client-unit partner agency~~ manager.

26.6.5.4.7 **Attorney-client Privileged Communication:** Forwarding or reproducing communications marked attorney-client privileged or confidential without the prior consent of the Executive Director and/or JPA Attorney.

26.6.5.4.8 **Federal or State Laws:** Violating any federal, state, or local law in the use of either JPA or ~~client organization~~partner agencies information systems.

26.7 **Public Records:** All permanent business records, including those stored on paper and electronic media, may be governed by the mandatory public disclosure requirements of the Public Records Act (Gov Code section 6250 et seq.), and the limited exceptions thereto. If a draft record is retained, it may become a public record subject to disclosure unless it is subject to an exception under the Public Records Act.

26.7.1 **Permanent Records:** All permanent records, whether stored on paper or electronic media, shall not be destroyed unless prior written authorization is obtained pursuant to applicable law.

26.7.2 **Public Records Requests:** Public Records requests shall be handled in accordance with Government Code section 6250 et seq.

26.7.3 **Media Disclosure:** The JPA reserves the right for any reason to access and disclose all messages and other information sent or received by electronic means or stored on electronic media.

26.7.4 **JPA Rights:** The JPA has the right to delete or retain any or all messages or other information sent or received by electronic means or stored on electronic media by an employee who is no longer employed by the JPA.

26.8 **Intellectual Property Rights:** No employee shall violate any copyright law or software license including, but not limited to those related to text images, icons, programs, etc. whether created by the JPA or any other person or entity.

○ **Social Media Practices and Guidelines:**

26.9.1 **Introduction:** Social media is an important personal communication tool for many people. It is also changing the way work is being done, offering new ways to connect with customers, colleagues, and the world at large. The JPA believe these connections can help staff to build a stronger, more successful community of networks. Public conversations related to the work being done and the things we care about are an important element in achieving our mission.

26.9.2 **Principles:** The principles for successfully navigating the electronic world of social media are the same as the ones employees are expected to apply face to face every day, with customers and with each other:

- Be respectful of the rights and opinions of others. Be willing to agree to disagree and move on.
- Be transparent and honest.
- Add value: Be part of the conversation but do not take it over. Stay on topic.
- Avoid hateful speech, personal attacks, flaming, profanity, vulgarity, pornography, nudity, and abusive language.
- Keep personal information, your own and especially that of others, private.

- **Be smart:** Almost everything that is written or received on a social media site is public. This also means that it can be discovered for court-related activities.

26.9.3 **Purpose:** This policy provides organizational guidelines for engaging in social media interactions in and about the workplace.

26.9.4 **Policy:** The JPA strives to ensure that communications made in and about the workplace meet the highest standards of professionalism. All rules that apply to other employee communications also apply in the use of social media. Employees are expected to adhere to legal requirements and ethical guidelines, conflict of interest policies and confidentiality policies, when using or participating in social media. Respectful and courteous treatment of coworkers and customers is a JPA behavioral expectation for all employees. This policy is not intended to improperly restrict employees from engaging in concerted activity, including discussing their wages, hours and working conditions with other employees. This policy applies to all employees who identify themselves with their JPA or client-partner agency affiliation or use their JPA or client-partner agency email address in social media platforms such as professional society blogs, LinkedIn, Facebook, Twitter, YouTube, Flickr, Pinterist, etc., for deliberate professional engagement or conversation. These guidelines apply to private and password protected social media as well as to open social platforms.

26.9.5 **Best Practices Expectations:**

- **Act Responsibly and Honestly:** When participating in online communities, do not misrepresent yourself. If you talk about work related matters that are within your area of job responsibility, you must disclose your affiliation with the JPA and its clientspartner agencies. Stick to what you know, and identify any vested interests you may have. Follow the Terms of Service of any social media platform used.
- **Be Clear that You are Expressing Your Opinion:** Unless authorized to speak on behalf of the JPA or its clientspartner agencies, you must state that the views expressed are your own.
- **Protect Yourself:** Be careful about what personal information you share online. Use privacy settings to control who can access information; and remember that you cannot control what others do with information provided. Exercise appropriate discretion when using social network sites for personal communication (with friends, colleagues, etc.) with the knowledge that your behavior may be observed by customers, colleagues, and others. Remember that any information posted to the internet is public information and could be seen by family, friends, customers, colleagues or supervisors.
- **Media Contact:** If anyone from the media or press contacts you about postings that relate to the JPA or its clients-partner agencies in any way, employees are expected to notify their supervisors and then follow the appropriate media communication procedures.

- **Treat Others Appropriately:** Follow JPA policy for appropriate treatment of others. The JPA will not tolerate conduct which contributes to illegal discrimination or the creation of a work environment which is hostile to anyone on the basis of age, sex, race, color, creed, religion, ethnicity, sexual orientation, gender identity, national origin, citizenship, disability, or marital status or any other legally recognized protected basis under federal, state, or local laws, regulations or ordinances); nor will the Agency tolerate conduct which is offensive, harassing, or intended to harm the reputation of others.
- **Disclosing Information:** Do not disclose non-public financial or operational information. This includes preliminary financial or operational plans, attorney-client privileged information, and personal information about customers, coworkers, the JPA, or any of its client partner agencies. JPA business is conducted publicly through board meetings. If it is not already public information, it is outside of your responsibility to make it so.
- **Post Only Your Own Material:** This will ensure that you are compliant with all copyright and trademark laws.
- **Keep it Legal:** Employees may not post content or conduct any activity that fails to conform to any and all applicable state and federal laws.
- **Respect JPA Time and Property:** Computers and time on the job are for JPA business. Personal use of electronic resources to access social networking sites is limited to incidental use and should be done during personal (non-work) time only. Incidental use must not interfere with an employee's work performance, someone else's job performance, or compromise the functionality of the JPA or client-partner agency network.

26.9.6 **Agency Official Social Media Use:** Only employees authorized by their supervisors may use social networking web sites to conduct JPA or client partner agency business. Such use must be reviewed and approved for site content and appropriateness of material by the supervisor.

26.9.7 JPA Access: Employees using JPA or client-partner agency equipment to engage in social media have no right to privacy of information sent, received, or stored in agency electronic devices. Additionally, in response to concerns, complaints, or information provided by individuals regarding potential policy breaches, JPA administration may look up profiles and other information on social networking sites and may use the information in informal or formal investigations and proceedings.

## **Section 27 Mandated Reporters and Reporting**

**27.1 Introduction:** The JPAs provide a range of services to other public agencies. As service providers, employees have a responsibility for the wellbeing of those with whom they come in contact during their employment. It is the Agency's expectation

that employees are attentive in their interactions with the community, and that they report situations of concern as required by law. California law designates employees in certain positions as “mandated reporters”. Mandated reporters have an individual duty to report, not to determine, but rather to report known or suspected abuse or neglect relating to children, elders, or dependent adults.

**27.2 Purpose:** This policy provides an action plan and workplace conduct guidelines for mandated reporters and for all other employees who become aware of reportable issues.

**27.3 Policy:** The Agency requires all employees, regardless of mandated reporter status, to report any known or suspected abuse or neglect relating to children. Mandated reporter status will be so designated at the time of employment or when an assignment changes. Any employee, regardless of mandated reporter status, must take the steps listed below to report the known or suspected abuse or neglect.

**27.4 Mandated Reporters:** An employee who is required by law to report a particular category or type of abuse to the appropriate law enforcement or social service agency is called a mandated reporter. Employees whose positions are designated as mandated reporters include all employees and contractors with assignments relating to recreation, and public safety. Any employees whose positions are designated by the state as mandated reporters must understand what they are required to report, when it must be reported, and to whom. Failure to report is a misdemeanor punishable generally by up to six months in jail or a fine of up to \$1,000, or both.

**27.5 Other Employees Who Must Report:** Employees who are not mandated reporters by law are permitted to report abuse, and it is the Agency’s expectation that those who have knowledge of such a situation will do so. Typically those other employees are department head level and above. Report all suspicions to the JPA’s Director of Human Resources who will make the report together with the other employee.

**27.6 What is Reported:**

- Physical Abuse.
- Sexual Abuse.
- Child Exploitation, Child Pornography, and Child Prostitution.
- Severe or general neglect.
- Extreme corporal punishment.
- Willful cruelty or unjustifiable punishment.

**27.7 When to Report:** Any employee who has knowledge of or observes a child whom he or she knows or reasonably suspects has been a victim of child abuse or neglect shall *immediately* make a report to the Agency’s Director of Human Resources ~~and an agency specified in Section 11165.9 of the California Child Abuse and Neglect Reporting Act (“CANRA”). Employees may report~~ to the Police or Sheriff’s Department, ~~or~~ the Probation Department, or the Child Welfare Agency. Each county has preferred reporting procedures.

**27.8 How to Report:** A telephone report must be made immediately when the employee observes a child in his/her professional capacity or within the scope of his/her employment and has knowledge of, or has reasonable suspicion that the

child has been abused. A written report, ~~on a standard form,~~ must be sent within 36 hours after the telephone report has been made.

**27.9 Individual Responsibility:** Any individual named as a “mandated reporter” must report child abuse and neglect. When two or more mandated reporters jointly have knowledge or reasonable suspicion of child abuse or neglect, and when there is agreement among them, a designated member of the team may make the telephone and written reports. Reporting the information regarding a case of possible child abuse or neglect to an employer, supervisor, co-worker, or other person shall not be a substitute for making a mandated report to an agency as specified in this policy.

**27.10 Management and/or Supervisory Responsibility:**

**27.10.1 Impeding Reporting:** The reporting duties under this policy are individual, and no supervisor or administrator may impede or inhibit the reporting duties, and no person making a report shall be subject to any sanction for making the report.

**27.10.2 Mandatory Reporting:** If an employee designated as a mandated reporter confers with a superior and a decision is made that the superior file the report, one report is sufficient. However, if the superior disagrees, the individual with the original suspicion must report.

**27.10.3 Supervisory Responsibility:** If a supervisor or manager who is not a mandated reporter gains knowledge of an instance of child abuse or neglect through any form of employment action, that supervisor or manager must ascertain whether the involved employee or another designated mandated reporter aware of the situation has made a proper report. If it is clear that such employees failed to do so, or if it is not clear that a report has been made, it is the responsibility of the supervisor or manager to therefore make the report.

## Part D – Work Hours and Absences

### Section 27 Attendance, Working Hours, and Workplace Attire

- 27.1 **Attendance:** Employees shall be in attendance at their workplace in accordance with these Rules. Every employee holding a full-time position shall devote his or her time to JPA business and shall not engage in private activities for profit during any paid working hours. All units shall keep attendance records of employees which shall be reported via the online payroll system.
- 27.2 **Overtime:** The JPA is committed to observing all of its obligations under the Fair Labor Standards Act (FLSA). These Rules, as well as all pay practices, shall comply with, and shall be interpreted to ensure the requirements of the FLSA for the employee and as designated in their employment agreement.
- 27.2.1 **FLSA-Exempt Employees:** The JPA designates as FLSA ~~Exempt~~ exempt those employees who work in professional, executive, technical or administrative capacities and ~~who are therefore~~ are not entitled to overtime compensation under the FLSA.
- 27.2.2 **Overtime Paid:** For FLSA non-exempt employees, the JPA pays overtime compensation for hours actually worked in excess of 40 hours in a workweek. All compensable overtime must be authorized by the employee's manager. Except when necessary to address an emergency or special circumstances, non-exempt employees who are entitled to overtime compensation may not work outside of regularly scheduled working hours, or during unpaid meal periods, without the prior authorization of their manager. In those circumstances, employees shall report overtime work as soon as possible after the work is performed.
- 27.2.3 **Compensatory Time:** Employees who are not considered exempt under FLSA may, with express approval of their manager, accrue compensatory time in lieu of receiving overtime compensation.
- 27.2.3.1 **Accrual:** No more than 80 hours of compensatory time may be accrued during any calendar year.
- 27.2.3.2 **Calendar Year:** All compensatory time must be used by 12/15 payperiod of each calendar year.
- 27.2.3.3 **Paying Off:** Compensatory time remaining on the books as of 12/15 payperiod of each year will be paid as compensation at one and one-half times the employee's regular hourly rate of pay. Upon separation from service, accumulated compensatory time credit shall be paid out in an amount not to exceed 80 hours during any calendar year.
- 27.2.3.4 **Tracking:** ~~Client~~ Employees and their partner agency unit managers will track and verify their own employees' accrual and use of compensatory time.
- 27.3 **Workweek:** The basic workweek for full time employees shall be 40 hours per week, in a 7-day period as identified in each individual employment agreement. The workweek commences at 12:00 a.m. every Sunday, and is a regularly recurring 7-

- day period ending at 11:59 p.m. every Saturday evening. Management reserves the right under FLSA to designate the FLSA workweek for each employee.
- 27.4 **Change in Work Hours:** The JPA shall establish and may modify regular working hours for its employees and may require employees to work additional hours, overtime, or to perform standby responsibilities.
- 27.5 **Alternate Work Schedules:** Employees may work alternate work schedules, such as 4 ten-day workdays in each workweek, or a 9/80 schedule in a 2-week period, if approved by the Client-unit-managerpartner agency, and the alternate work schedule does not have a negative operational affect on work output. For employees working such alternate work schedules, all leaves will continue to accrue based on 2080 work hours in each calendar year or prorated if working less than fulltime. No holiday shall be compensated at more than 8 hours and no overtime shall be paid for hours normally worked during a 9/80 schedule.
- 27.6 **Meal Periods:** Unless otherwise established for a Client-work unit or particular employee, employees receive a 30 or 60 minute meal period that is not compensable. During the meal period, the employee shall be completely relieved of duties. If the employee is authorized in advance and performs work during the meal period, the employee shall be compensated for such time. Meal periods may not be used to shorten the workday unless the employee obtains express prior approval from his/her unit manager.
- 27.6 **Rest Periods:** Unless otherwise established for a unit or particular employee, employees shall have a 15 minute rest period for each half of their shift. The rest period may be interrupted or cancelled if necessary to complete work. The rest periods may not be combined or used to shorten the workday.
- 27.7 **Workplace Attire:** The JPA maintains a professional working environment for the benefit of its employees and the public. As public employees and representatives of the partner agencies, each employee shall present him/herself appropriately and professionally, including but not limited to workplace attire, especially when attending off-site meetings and events. If an employee is on the job in inappropriate clothing, the immediate supervisor may require the employee to change into appropriate work wear.

## **Section 28 Leaves**

- 28.1 **General Leave Provisions:** Employees are expected to be at work at their scheduled times. To ensure accountability and the integrity of public service, all employees who receive leave benefits are expected to account for their absences from work. Leave time for all employees is chargeable in increments of .10 hours (6 minutes).
- 28.1.1 **Leave Approval:** Leaves shall be subject to approval by the Client-unit managerpartner agency and human resources, and scheduled in advance whenever possible, with due regard for service needs.
- 28.1.2 **Leave Accounting:** The JPA may employ any reasonable measure to ensure employees are properly accounting for leaves, including requiring reasonable proof that the basis for the leave is legitimate. Employees may be required to

submit a medical certification of sickness supporting a request for sick leave. The JPA may require a fitness-for-duty certification from any employee returning from medical leave.

- 28.1.3 **Leave Benefits:** Leave benefits are available only as identified in each individual employment agreement.
- 28.1.4 **Leave Accruals:** Employees eligible for leave shall accumulate leave for all hours worked in a paid status from the date of the employee's initial appointment until separation from employment.
- 28.1.4.4 **~~Absent Without Pay~~ Unpaid Status Leave Accruals:** No leaves will accrue when an employee is on an unpaid leave.
- 28.2 **Available Leave Categories:** The JPA provides the following leave categories: administrative leave, annual vacation leave, bereavement leave, compensatory time, family and medical leave, holidays, job-incurred disability leave, jury duty, leave of absence with pay, leave of absence without pay, military leave (including military family leave), pregnancy disability leave and parental leave, sick leave with pay, school leave, and time off to vote.
- 28.3 **Administrative Leave:** Administrative leave may be granted to an employee as part of the terms of an individual employment agreement.
- 28.3.1 **Administrative Leave Pay on Separation From Service:** Any accrued but unused Administrative Leave shall not be paid out at the end of each calendar year nor upon separation from service.
- 28.3.2 **Administrative Leave Pay:** Employees who do not use their administrative leave each calendar year shall forfeit any unused amount as of 12/31 of each year.
- 28.3.3 **Others Types of Administrative Leave:** Administrative leave with or without pay may be granted by the Executive Director, as appropriate, to address administrative issues.
- 28.4 **Annual Vacation Leave:** The JPA provides annual vacation leave as described in each individual employment agreement. Earned and accrued vacation leave may be taken as it accrues. An employee may take vacation that has not yet been accrued only with prior approval of human resources in consultation with the ~~Client unit manager~~partner agency. Scheduling of vacations must be made in consideration of the unit's workload.
- 28.4.1 **Vacation Pay on Separation From Service:** Employees who separate from service shall be cashed out of their accrued but unused vacation at the employee's hourly rate at the time of separation from service.
- 28.4.2 **Maximum Vacation Accrual:** Employees may accrue vacation up to the maximum amount as indicated in their individual employment agreements. Excess vacation beyond the individual maximum limit will be paid at the employee's actual hourly rate of pay at the payperiod ending 12/15 of each year, unless specifically pre-approved by human resources.
- 28.5 **Bereavement Leave:** Bereavement leave is provided for employees as defined in their individual employment agreements. Unless otherwise stipulated in an individual employment agreement, employees may take bereavement leave in the event of death of any of the following family members: mother, father, spouse, child,

Earlier employment agreements gave more flexibility.  
Employees have continued to misunderstand this section as it is a tight list.

- lawfully registered domestic partner, sibling, aunt, uncle, grandparent, part in law, or of any persons whose relationship is essentially similar to the aforesaid relationships upon approval of ~~the Client unit manager in consultation with~~ human resources. Exceptions to this bereavement leave list of qualifying family members may be made on a case-by-case basis by the JPA's human resources.
- 28.6 **Holidays:** Paid 8-hour day holidays are provided for employees as described in the individual employment agreement. Employees must be in a paid status at least one day the day either before ~~and the day or~~ after the holiday to receive holiday pay.
- 28.7 **Job-incurred Disability Leave:** An employee who suffers an injury or illness which entitles that employee to workers' compensation insurance benefits under workers' compensation law, shall be entitled to regular compensation on the first calendar day in which he or she is necessarily absent from work as a result of such injury or illness.~~are entitled to workers' compensation insurance benefits in accordance with state law.~~ If an employee is injured or made ill arising out of or in the course of work, the employee may file a claim on the approved claim forms with the JPA workers' compensation claims administrator. Employees are eligible to receive workers' compensation insurance benefits if the claim is declared compensable under the California workers' compensation laws. Payment of job-incurred disability leave shall be at the amount of temporary disability indemnity received, pursuant to workers' compensation law. If an employee becomes disabled to such an extent that the employee cannot return to work, the employee may be entitled to disability retirement, if eligible.
- 28.7.1 **Labor Code Section 3352:** In accordance with Section 3352 of the Labor Code, the JPA does not extend workers' compensation benefits to non-safety volunteers.
- 28.7.2 **Fitness for Duty:** When an employee seeks to return to work after being on job-incurred disability leave, the employee must provide medical certification that he/she is physically able to perform the duties of the position. The JPA may require the employee to undergo a fitness-for-duty examination before returning to work. If the employee is not fit to perform his/her duties with or without reasonable accommodation, the JPA may consider placing the employee in another position, seek the employee's disability retirement, or separate the employee in accordance with applicable law.
- 28.8 **Jury Duty:** An employee summoned and required to serve as a juror in a trial, upon notification and appropriate verification submitted to his/her unit manager, may be absent from duty with full pay as defined in the individual employment agreement. The employee shall remit, within 15 days of receipt, all fees received for serving as a juror except those fees specifically allowed for mileage and expenses.
- 28.8.1 **Witness Leave:** An employee who is subpoenaed to appear in court in a matter regarding an event or transaction which he/she perceived or investigated in the course of his/her employment with the JPA shall be allowed to do so without loss of compensation, unless it is the employee's own lawsuit. An employee subpoenaed to appear in court in a matter unrelated to his/her official capacity, or who is appearing in court in a matter

initiated by the employee, shall be permitted time off without pay, or if the employee chooses, to use accrued vacation for such purpose.

28.9 **Leave of Absence:** When an employee is requesting a leave of absence, a written request shall be provided to his/her unit manager with a copy to human resources, stating the dates of the leave requested, the type of leave requested, the specific cause of the leave, and any other information necessary for the request to be evaluated. The letter must be reviewed and approved by the ~~Client unit manager~~ partner agency in consultation with human resources prior to the leave commencing. Except for emergency circumstances, the written request must be completed in advance.

**28.9.1 Leave of Absence Without Pay:**

**28.9.1 Personal Leave:** With proper approval, leaves may be taken for the following reasons: Illness, disability, or pregnancy after FMLA/CFRA and/or PDL has been exhausted or doesn't apply; to take a course of study which will increase the employee's usefulness upon return; other personal reasons acceptable to the JPA whose approval is required; as an accommodation for a qualified individual with a disability in accordance with the Americans with Disabilities Act (ADA) and/or California's Fair Employment Housing Act (FEHA) for additional time requests beyond that provided by other leaves. Employees who are not on protected leaves (FMLA, CFRA and/or PDL) must apply for a leave of absence, regardless of whether the origin of the illness/injury is work-related or non-work related. Leave requests will be evaluated based on the JPA's operational needs, workload demands, and ability to accommodate the employee's continued absence. Employees on a leave of absence without pay due to exhaustion of all leaves, whether the unpaid leave of absence has been requested, are not eligible to be paid for any holidays in which the employee was not in a paid status the last working day before and the first working day after the holiday.

28.9.1.1 **Holidays While on Personal Leave:** Employees on a leave of absence without pay due to exhaustion of all leaves, whether the unpaid leave of absence has been requested, are not eligible to be paid for any holidays in which the employee was not in a paid status either the last working day before ~~and-or~~ the first working day after the holiday.

28.9.1.2 **Approval Process:** Employees may be granted leaves of absence without pay for up to 3 months upon written approval of the Executive Director or designee. The Executive Director in consultation with the ~~Client unit manager~~ partner agency and human resources may grant or deny a request for unpaid leave of absence in his/her sole discretion. While on an approved leave, employees are required to communicate with supervisor and human resources regarding their leave status and an anticipated return-to-work date. Upon expiration of an approved leave, the

employee shall be reinstated to his/her position or a position similar to the one held at the time leave was granted.

28.9.1.3 **Failure to Return from Unpaid Leave:** Failure of an employee on leave to report to work promptly at the leave's expiration without request and approval for an extension of said leave in writing shall constitute voluntary resignation by the employee. The depositing in the United States mail of a first class letter, postage paid, addressed to the employee's last known address or an e-mail to the employee's last known personal e-mail address, shall be reasonable notice of the JPA's acceptance of the employee's resignation.

28.9.2 **Leave of Absence – Unauthorized:** Any unauthorized leave of absence from duty by an employee shall result in disciplinary action and/or discharge. Subsequently such absence may be approved by the employee's unit manager in consultation with human resources, with or without pay, where extenuating circumstances are found to have existed.

28.10 **Military Leave:** Military leave shall be granted in accordance with the provisions of the Military Veterans Code and Uniformed Services Employment and reemployment Act (USERRA), and other state and federal laws. All employees entitled to military leave shall give reasonable notice to the Client-unit manager/partner agency and the JPA's human resources and an opportunity, within the limits of military regulations, to determine when such leave shall be taken. Certain military leave shall be paid leave for a period of time as specified in state law. For reservists, weekend drills are not compensated; however, if an extended weekend drill includes, Thursday, Friday, and /or Monday, the reservist may count those days as part of the paid leave and must give the partner agency and the JPA's human resources reasonable notice of this need for leave. Employees on military leave are entitled to health, welfare, and seniority-related benefits as required by state and federal law. Employees on military leave shall be granted promotional opportunities and reinstatement after return from military leave in accordance with applicable law. As required by law, leave accruals will continue during paid military leave and contributions as appropriate, will be made under the applicable retirement plan. Employees on military leave have the option to continue health benefits as follows:

28.10.1 **Less Than 31 Days:** If the leave is less than 31 days, the employee is required to pay the employee's share of the insurance premiums.

28.10.2 **More than 30 Days:** If the leave is more than 30 days, the employee is required to pay 102% of the full costs the health (medical, dental, vision, and life insurance) premiums.

28.11 **Military Family Leave:** In accordance with the Family and Medical Leave Act (FMLA), eligible employees may use their 12 weeks of FMLA leave for any "qualifying exigency" arising out of a family member's active military duty. Eligible employees are also permitted to take up to 26 weeks of leave in a single 12-month period to care for a family member who sustains a serious illness or injury while on active military duty.

- 28.12 **Military Spouse Leave:** In accordance with California Military & Veterans Code, eligible spouses and registered domestic partners of active members of the military are entitled to up to 10 days of unpaid leave when their spouse or domestic partner, who is in active military service, is home from or leave from deployment during a military conflict. Employees must regularly work a minimum of 20 hours or more per week to qualify. In order to apply for this leave, employees must provide notice to their immediate supervisor and human resources of the intention to take leave within two days of receiving official notice that the military member will be home on deployment leave. The JPA reserves the right to request written documentation certifying that the military member's deployment leave will occur simultaneously with the employee's request for leave time.
- 28.13 **Other Authorized Leaves:** ~~The unit manager~~ Human resources may authorize employees to take leave with or without pay for training, continuing education, education, conferences, or meetings.
- 28.14 **Pregnancy Disability Leave (PDL):**
- 28.14.1 **Eligibility:** Any employee who is disabled because of pregnancy, childbirth, or a related medical condition may be entitled to pregnancy disability leave (PDL). For employees who are also eligible for FMLA/CFRA (California Family Rights Act) leave, PDL is not counted as time used for CFRA leave, but does run concurrently with available FMLA leave.
- 28.14.2 **Reasons for Leave:** This leave is for any period(s) of actual disability caused by pregnancy, childbirth, or related medical conditions. Pregnancy leave does not need to be taken in one continuous period of time but can be taken on an as-needed basis. Time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth are all covered by this leave.
- 28.14.3 **Amount of Leave:** Employees may take up to 4 months of unpaid leave time for pregnancy disability. Employees affected by pregnancy or a related medical condition, may also be eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if this transfer is medically advisable.
- 28.14.4 **Benefits While On Leave:**
- 28.14.4.1 **Benefits:** Pregnancy leave is unpaid. Employees may use accrued leave as if on FMLA and will receive benefits pursuant to these Rules up through exhaustion of the employees' available PDL and/or FMLA leave time as required by law. Employees who are not eligible for FMLA leave or who continue taking PDL after they have exhausted their available FMLA leave, shall receive benefits as prescribed by law to the same extent as other similarly situated employees on leave for a disability.
- 28.14.4.2 **Accrued leaves:** While on unpaid leave, employees do not accrue vacation, sick, or other paid leave time, and performance evaluation dates may be adjusted, to the same extent as for any other unpaid leaves.

28.14.5 **Substitution of Paid Accrued Leaves:** Employees taking pregnancy leave shall concurrently use any available sick leave. Employees shall also use any accrued vacation or other accrued time off as a part of their PDL before taking the remainder of their leave as an unpaid leave.

28.14.6 **Employee Notice of Leave:** To the extent possible, employees requesting PDL should notify their Client-unit-manager immediate supervisor and the JPAs' human resources as soon as possible or when they reasonably know an absence is pending.

28.14.7 **Medical Certification:** The JPA may require an employee requesting PDL to provide certification from the health care provider. The certification should include all of the following:

28.14.7.1 **Date:** The date on which the employee became disabled due to the pregnancy.

28.14.7.2 **Duration:** The probable duration of the period(s) of disability.

28.14.7.3 **Statement:** A statement that, due to the disability, the employee is unable to work at all or to perform any one or more of the essential functions of their position without undue risk to the employee, the successful completion of the pregnancy, or to other persons, or a statement that, due to the pregnancy, a transfer is medically advisable.

28.14.8 **Reinstatement Upon Return From Leave:**

28.14.8.1 **Reinstatement to Position:** Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Employees have no greater rights to reinstatement, benefits, and other conditions of employment than if the employee had been continuously employed during the PDL period.

28.14.8.2 **Fitness-for-Duty Certification:** As a condition of reinstatement or a transfer, the employee may be asked to provide to the JPA a fitness-for-duty certification from a health care provider that the employee is able to resume work in the position sought. In no event shall an employee return to work after pregnancy prior to a date to be fixed by her physician in a signed statement that she is able to perform the duties of her position. Failure to provide such certification may result in denial of reinstatement.

This leave is misunderstood as well and many agencies provide parental leave with pay for both mothers and fathers.

28.15 **Parental Leave:** After the employee's pregnancy disability ends, the employee may be eligible for CFRA leave, in accordance with the Family and Medical Leave policy, to care for a newborn. The JPA may require that the employee provide a medical certification indicating when the pregnancy disability ended. In addition, an employee may request leave with or without pay to care for the newborn. Such requests may be granted within the discretion of the Client-unit-managerpartner agency in consultation with the JPAs' human resources. Up to 4 weeks with pay

may be used within a 1-week period following the birth or adoption of a child if the employee has such accrued vacation leave, compensatory time, or sick leave available.

28.16 **Sick Leave:** Sick leave credit for employees is identified in each individual employment agreement. ~~Unused~~Sick leave may be accrued without limit and only when an employee is in paid status. Employees shall not be entitled to sick leave as a matter of right, but only in accordance with the provisions of law, JPA policies, and the individual employment agreement. Use of accrued sick leave shall be allowed for the purpose of preventative medical and dental care, care of family, when an employee is unable to work due to illness or injury, or when an employee's health may endanger the health of other employees. This leave is not intended for "personal" absences. An employee shall not receive payment for unused accumulated sick leave upon separation of employment or retirement (either disability or service retirement). ~~The~~

28.16.1 Sick Leave for Intermittent Employees: Effective 7/1/2015, in accordance with the Health Workplaces, Health Families Act of 2014, intermittent and part-time employees who work at least 30 days in a calendar year will accrue 1 hour of sick leave for every 30 hours worked, with a maximum accrual rate of no more than 64 hours in a year. This leave may be used for any purpose as allowed for in the law.

28.16.2 Medical Verification of the Need for Sick Leave: Employees absent on sick leave for more than 5 working days must provide verification from a recognized medical professional (same list as in the FMLA requirements) for their need for sick leave. This documentation need only indicate that the employee was precluded from working because of the employee's own medical condition and the date the employee is released to return to work with no restrictions.

28.16.3 Misuse of Sick Leave: When good reason exists to believe that an employee may be misusing sick leave, the ~~Client unit manager-immediate supervisor or human resources~~ may request, in his/her discretion that the employee produce a certificate issued by a licensed physician or other satisfactory proof of illness before paid sick leave is granted. ~~The Client unit manager-Human resources~~ may also direct an employee to attend a physical examination by a JPA-retained licensed physician, at JPA expense, to ascertain whether the employee is fit to perform the duties of ~~his/her~~the position held.

28.16.4 **Sick Leave as Kin Care:** In cases of illness of a family member, employees are entitled to use not less than up to one-half of the employee's annual sick leave entitlement to attend to the illness of a spouse, domestic partner, parent, or biological child, adopted or foster child, a stepchild, a legal ward, or child an employee has accepted the duties and responsibilities of raising in accordance with Labor Code section 233. Mothers-in-law, fathers-in-law and grandparents are not considered "parents" for the purpose of this law. Furthermore, in compliance with the law, immediate family shall also include a lawfully registered domestic

partnership or child of a domestic partner. Additional family sick leave usage for special circumstances may be granted on a case-by-case basis in the discretion of ~~the Client unit manager in consultation with~~ human resources. in consultation with the partner agency.

- 28.16.5 **Notification of Sick Leave:** When an employee is unable to report for duty due to the employee's own illness or that of a designated family member as defined in Labor Code 233, the employee must notify his/her ~~Client unit manager~~immediate supervisor as soon as possible. The employee shall report the intended use of sick leave and the reason for the absence. If the ~~Client unit manager~~immediate supervisor is not immediately available, the employee may leave a voice mail message, unless otherwise directed.
- 28.17 **School Leave:** Employees are allowed to take up to 40 hours off per year for school activities for children in kindergarten through twelfth grade. The employee must use existing vacation, administrative leave, or compensatory time off during such absences and the employee must give reasonable notice to his/her ~~Client unit manager~~immediate supervisor of the planned school leave.
- 28.18 **Time Off to Vote:** Employees who are registered voters may claim necessary time off to vote at statewide elections under the provisions of the State Elections Code Section 14350. If an employee does not have sufficient time outside of working hours to vote at a statewide election, the employee may without loss of pay, take enough working time off, which when added to the voting time available outside of working hours, will enable the employee to vote. Absentee voting is encouraged if the employee lives such a distance that considerable time would be needed to travel to the employee's designated polling place.
- 28.18.1 **Amount:** No more than 2 hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of a regular working shift, whichever allows the most free time for voting and the least time off from work. In no event is the voter/employee eligible to take off more time than is necessary to vote.
- 28.18.2 **Notice:** The employee shall give the ~~Client unit manager~~immediate supervisor at least 2-working days' notice that time off for voting is desired.
- 28.18.3 **Scheduling Absence:** Registered voters/employees who need time off to vote must make arrangements with his/her ~~Immediate supervisor~~Client unit manager.
- 28.19 **State Disability Insurance Leave:** The JPA does not participate in State Disability Insurance, or any leaves associated with it. The JPA contributes to a short-term and long-term disability plan.
- 28.20 **Short- and Long-term Disability Benefits:** Eligibility for short- or long-term disability is identified in each individual employment agreement. Employees must use paid leaves, as applicable, during the waiting period for short- or long-term benefits, and when eligible to receive those disability benefits, employees may not simultaneously use sick leave and disability benefits. Employees may use all discretionary leaves prior to going on short- or long-term disability.

28.21 **Disability Retirement Eligibility:** If an employee is determined to be eligible for PERS disability retirement, the employee shall not be permitted to exhaust paid sick leave balances prior to retiring.

## **Section 29 Family and Medical Leave- Related Absences**

29.1 **Family and Medical Leave Policy:** Under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), employees are not eligible for FMLA or CFRA leave benefits unless the employing JPA provides work for 50 or more employees. Unless and until the JPA employs 50 or more employees, employees are not legally entitled to FMLA or CFRA leave benefits.

29.2 **Providing Similar Benefits:** The JPA will provide Family and Medical Leave (“FML”) benefits to its employees according to the following rules.

29.3 **Eligibility:** In order to qualify for Family and Medical Leave, the employee must meet the following conditions:

29.3.1 **Employment Period:** The employee must have been employed by the JPA for 12 months prior to using FMLA leave.

29.3.2 **Working Hours:** The employee must have actually worked at least 1,250 hours during the 12 month period immediately before the date when the leave begins. If an employee is employed but is on leave, any time spent on leave shall not count towards the 1,250 hours.

29.4 **Type of Leave Covered:** Family and Medical Leave is a leave taken for the following purposes:

29.4.1 **Newborn Children, Adoption, Foster Care:** In order to care for a newborn son or daughter, or for placement of a child for adoption or foster care.

29.4.2 **Family Members Covered:** In order to care for a spouse, domestic partner, child, or parent with a serious health condition.

29.4.3 **Employee’s Own Serious Health Condition:** Because of a serious health condition that makes the employee unable to perform the functions of the employee’s position.

29.4.4 **Military “Qualifying Exigency Leave”:** Necessary leaves that arise from the employee’s spouse, son, daughter, or parent being a covered military member on active duty (or having been notified of an impending call or order to active duty).

29.4.5 **Military Caregiver Leave:** Leave may be taken for up to 26 workweeks in a single 12-month period to care for a spouse, child, parent, or next of kin who is a covered servicemember with a serious injury or illness or veteran with a serious injury or illness who was released or discharged from service within the five-year period prior to the date the employee’s military caregiver leave began. The injury or illness of the servicemember or veteran must have been incurred in the line of duty on active duty for which the service member or veteran is undergoing medical treatment, recuperation, or therapy; or is in an outpatient status; or is on the temporary disability retired list.

**29.5 Policy Definitions:**

**29.5.1 Rolling 12-Month Period:** This means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.

**29.5.2 Child:** This means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster, or step-child.

**29.5.3 Child Incapable of Self Care:** A child is incapable of self-care if he/she requires active assistance or supervision to provide daily self-care in 3 or more of the activities of daily living or instrumental activities of daily living, such as caring for grooming, hygiene, and bathing, dressing and eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, and/or using telephones and directories.

**29.5.4 Parent:** This means a biological parent of an employee or an individual who stood in *loco parentis* (in place of the parent) to an employee when the employee was a child. This term does not include parents-in-law.

**29.5.5 Spouse:** This means a husband or wife as defined or as recognized as such under California law for purposes of marriage.

**29.5.6 Domestic Partner:** For this purpose, and any other benefit purpose, this means a domestic partner as defined under California Family Code section 297.

**29.5.7 Serious Health Condition:** This means an illness, injury, impairment, or physical or mental condition that involves any of the following:

**29.5.7.1 Inpatient:** Inpatient care (i.e., overnight stay) in the hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, or perform other regular daily activities due to the serious health condition, treatment involved or recovery therefrom).

**29.5.7.2 Continuing Treatment by a Health Care Provider:** A serious health condition involving continuing treatment by a health care provider includes any one of or more of the following:

**29.5.7.3 Period of Incapacity:** A period of incapacity (i.e., inability to work, or perform other regular daily activities due to serious health condition of more than 3 consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition), that also involves the following:

**29.5.7.3.1 Treatment:** Treatment 2 or more times within a 30-day period of the first day of incapacity, one of which must be within 7 days of incapacity, by a health care provider, by a nurse or physician's assistant under direct supervision by a health care provider, or by a provider of health care services (e.g., a physical therapist) under orders of, or on referral by, a health care provider.

- 29.5.7.3.2 **Treatment Regimen:** Treatment by a health care provider on at least one occasion within 7 days of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider. This includes for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the counter, and can be initiated without a visit to a health care provider, it does not constitute a regime of continuing treatment.
- 29.5.7.4 **Pregnancy-related Incapacity:** Any period of incapacity due to pregnancy or for prenatal care. (See section applicable sections of these Rules for Pregnancy Disability Leave. Pregnancy disability is included as FMLA leave, but not CFRA leave.) Under California law, an employee disabled due to pregnancy is entitled to pregnancy disability leave up to a maximum of 4 months. After the birth of the baby, the employee is entitled to additional CFRA bonding leave up to a maximum of 12 weeks. However, regardless of the length of time an employee takes leave for pregnancy disability and newborn care, under the FMLA and CFRA, the JPA's obligation to pay for health insurance is limited to a maximum of 12 weeks over a 12 month period.
- 29.5.7.5 **Chronic Serious Health Condition:** Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which involves the following:
- 29.5.7.5.1 **Periodic Health Care Visits:** Required periodic visits for treatment by a health care provider, or by a nurse or physician assistant under direct supervision of a health care provider.
- 29.5.7.5.2 **Continuous:** Continues over an extended period of time (including recurring episodes of a single underlying condition).
- 29.5.7.5.3 **Episodic:** May cause episodic rather than continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.). Absences for such incapacity qualify for leave even if the absence lasts only one day.
- 29.5.7.6 **Long-term Treatment:** A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by a health care provider.
- 29.5.7.7 **Multiple Treatments:** Any period of absence to receive multiple treatments (including any period of recovery incapacity) by a health care provider of health care service after an accident or

other injury, or for a condition that would likely result in a period of incapacity of more than 3-consecutive calendar days in the absence of medical intervention or treatment.

**29.5.7.8 Health Care Provider:** This means an individual duly licensed as a physician, surgeon, or osteopathic physician or surgeon who directly treats or supervises treatment of a serious health condition; podiatrist, dentist, clinical psychologists, optometrists, and chiropractors, (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California law; nurse practitioners and nurse-midwives and clinical social workers who are authorized to practice under California law and who are performing within the scope of their practice as defined under California law; and Christian Science practitioners listed with the First Church of Christ, Scientist in Boston and Massachusetts.

**29.6 Amount of Leave:**

**29.6.1 Leave Amount:** Eligible employees are entitled to up to a total of 12 weeks of leave during a 12-month period. Twelve weeks means the equivalent of 12 of the employee's normally scheduled workweeks. For eligible employees who work more or less than 5 days a week or who work alternative work schedules, the number of working days that constitute 12 weeks is calculated on a pro rata or proportional basis.

**29.6.2 Minimum Duration of Leave:** If leave is requested for the birth, adoption, or foster care placement of a child of the employee, basic leave must be concluded within the first year of the birth or placement of the child.

**29.6.3 Spouses/Domestic Partners Both Employed by Either JPA:** In any case in which a husband and wife or domestic partners are both employed by either JPA and are both entitled to leave, the combined number of weeks of leave to which both may be entitled may be limited to 12 weeks during a 12 month period if leave is taken for the birth or placement for adoption or foster care of the employee's child (i.e., bonding leave.) This limitation does not apply to any other type of leave under this policy.

**29.7 Intermittent Leave or Leave on a Reduced Work Schedule:** If an employee requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition, the employee must provide medical certification that such leave is medically necessary. Medically necessary means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. The leave may not exceed a total of 12 weeks over a 12 month period.

**29.8 Substitution of Paid Accrued Leaves:**

- 29.8.1 **Unpaid Leave:** Leave under this policy is unpaid. However, the JPA shall require an employee to use concurrently all paid accrued leaves while on Family and Medical Leave as follows: Where an employee has accrued sick leave, compensatory time, administrative leave and/or vacation, the Family and Medical Leave shall run concurrently with all such accrued leaves. The JPA shall require the concurrent use of sick leave only when the circumstances warrant the use of such leaves.
- 29.8.2 **Compensatory Time:** Employees may be required to use compensatory time earned in lieu of overtime concurrently with Family and Medical Leave. Employees are required to provide reasonable advance notice to the JPA of their desire to use compensatory time concurrently with Family and Medical Leave.
- 29.8.3 **Leave Running Concurrently:** If an employee takes a leave of absence for any reason which is FMLA/CFRA-qualifying, the JPA will designate that non-FMLA/CFRA leave as running concurrently with the employee's 12-week FMLA/CFRA leave entitlement.
- 29.9 **Payment of Health Insurance Premiums While on Leave:**
  - 29.9.1 **Health Insurance Coverage:** While an employee is on Family and Medical Leave, the JPA shall maintain the employee's health insurance coverage on the same conditions as if the employee has been continuously employed during the entire leave period. If the employee's leave is unpaid, the JPA shall maintain the employee's health coverage for a maximum of 12 weeks in a 12-month period, unless the employee requests, and the JPA agrees, to extend coverage beyond that period. If the employee would normally pay health insurance premiums, the JPA shall require payment from the employee while the employee is on leave.
  - 29.9.2 **Disability Plans:** An employee on unpaid leave will not continue to be covered under the JPA long-term disability plan and other non-health benefit plans unless the employee makes the appropriate contributions for continued coverage and said continued coverage is permitted by the particular plan(s).
- 29.10 **Medical Certification:**
  - 29.10.1 **Written Certification:** Employees who request leave for their own serious health condition, or to care for a child, parent, spouse, or domestic partner who has a serious health condition, must provide written certification from a health care provider of the individual requiring care.
  - 29.10.2 **Statement:** If the leave is requested because of the employee's own serious health condition, the certification must include a statement that the employee is unable to work at all or is unable to perform the essential functions of his/her position during the entire period of leave. In cases where employees request intermittent leave, employees must submit medical certification which states that such intermittent leave is needed due to the employee's serious health condition and is medically necessary.
  - 29.10.3 **Time to Provide a Certification:**

29.10.3.1 **Certification Filing Period:** When an employee's leave is foreseeable, the employee must provide the medical certification within 30 days before the leave begins. When this is not possible, the employee must provide certification within the time frame requested by the JPA.

29.10.3.2 **Consequences for Failure to Provide an Adequate or Timely Certification:** If an employee fails to timely provide a medical certification or provides an incomplete medical certification, the JPA may delay the taking of FMLA/CFRA leave until the required certification is provided.

29.10.4 **Recertification:**

28.10.4.1 **Medical Opinion Review:** If the JPA has reason to doubt the validity of a medical certification provided by an employee, the JPA may require a medical opinion of a second health care provider chosen and paid for by the JPA. If the second opinion is different from the first, the JPA may require the opinion of a third provider jointly approved by the JPA and the employee, but paid for by the JPA. The opinion of the third provider will be binding. An employee may request a copy of the health care provider's opinions when there is recertification.

29.10.5 **Recertification:** Recertification may also be requested under any of the following conditions:

29.10.5.1 **Changed Request:** When the basis for FMLA request has changed.

29.10.5.2 **Extension Requests:** When the employee requests an extension of leave.

29.10.5.3 **Reasonable Intervals:** At reasonable intervals requested, but not to be more than every 30 days, unless one of the aforementioned criteria also applies.

29.11 **Procedures for Requesting Leave:** All employees requesting leave under this policy must submit proper Family and Medical Leave forms to human resources. Although the JPA recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least 30 days notice is requested. In addition, if any employee knows that he/she will need a leave in the future, but does not know the exact date(s) (e.g., for the birth of a child or to take care of a newborn), the employee shall inform his/her ~~Client—unit manager~~ immediate supervisor and the JPAs' human resources as soon as possible that such leave is needed. Such notice must be submitted in writing. If the JPA determine the notice of the employee is inadequate or the employee knew about the requested leave in advance of the request, the JPA may delay the granting of the leave until it can, in its discretion, adequately cover the position.

29.12 **Accrual of Benefits While on Leave:** Employees will not accrue benefits while in an unpaid leave status, including seniority rights, vacation, and sick leave accrual.

Employee will accrue benefits while using paid leave concurrently with FMLA/CFRA leave.

- 29.13 **Right to Reinstatement Upon Return From FMLA Leave:** Upon the expiration of leave, an employee is entitled to be reinstated to the same position of employment held when the leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. Employees have no greater rights to reinstatement, benefits and other conditions of employment than if the employee had been continuously employed during the Family and Medical Leave period.
- 29.14 **Employee's Obligation to Periodically Report on Condition:** An employee on leave is required to periodically report every 30-calendar days on his/her status and within 5 days of intent to return to work.
- 29.15 **Fitness-for-Duty Certification:** As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform his/her job, the employee must obtain and present a fitness-for-duty certification from the health care provider that the employee is able to resume work at least 5 days prior to the employee's intent to return to work. Failure to provide such certification may result in denial of reinstatement.
- 29.16 **Failure to Return from FMLA Leave:** If an employee uses Family and Medical Leave and fails to return to work, the JPA may recover its share of health care premiums paid on behalf of the employee while the employee was on leave. The JPA reserves the right to seek reimbursement from the employee by any legal means.

## Section E – Procedures

### Section 30 Grievance Procedure

This grievance procedure is intended to ensure that every reasonable effort will be made to resolve problems as near as possible to the point of origin.

- 30.1 **Definition of Grievance:** Subject to the exclusions listed in this Rule, a grievance is defined as any dispute involving the interpretation, application, or alleged violation of a specific express term of these Rules.
- 30.2 **Eligibility to File a Grievance:** Only employees who are adversely affected by either JPAs' act or omission are eligible to file a grievance.
- 30.3 **Grievance Procedure Exclusions:** The following matters are excluded from the definition of a grievance.
- 30.3.1 Requests for changes in wages, hours, or working conditions.
- 30.3.2 The content of employee evaluations or performance reviews, except those that result in a loss of benefits to the employee.
- 30.3.3 Challenges to reclassification, layoff, transfer, denial of reinstatement.
- 30.3.4 Challenges to examinations or appointments to positions.
- 30.3.5 Challenges to this grievance procedure.
- 30.3.6 Challenges to disciplinary action or termination.
- 30.4 **Grievance Procedure:** The grievance procedure shall consist of the following steps:
- 30.4.1 **Step 1 – Informal Grievance:** Employees shall bring their informal grievances to the attention of their supervisor, ~~Client-unit manager~~, or human resources within 5-working days of the occurrence of the act causing the basis for the grievance. Failure to do so will result in waiver of the right to pursue the grievance.
- 30.4.2 **Step 2 – Formal Grievance:** If the grievance is not resolved at this step within 15-working days of the date the grievance was raised with the immediate supervisor, the employee shall have the right to submit a formal written grievance to the employee's ~~Client-unit~~ manager. If the employee's immediate supervisor is the ~~Client-unit~~ manager, then it is still submitted formally at this step. The formal written grievance shall be presented in writing within 15-working days after the date upon which the grieving employee informally discussed the grievance with his/her immediate supervisor. Failure to do so will result in waiver of the right to pursue the grievance. The written grievance shall contain the following information:
- 30.4.2.1 **Grievant Name:** The name and signature of the grievant.
- 30.4.2.2 **Worksite:** The specific work site of the grievant.
- 30.4.2.3 **Immediate Supervisor:** The name of the immediate supervisor and ~~Client-unit~~ manager of the grievant.
- 30.4.2.4 **Nature of Grievance:** A statement of the nature of the grievance, including date and place of occurrence.
- 30.4.2.5 **Violation:** The specific provision, policy, or procedure alleged to have been violated.
- 30.4.2.6 **Remedies:** The remedies sought by the grievant.

- 30.4.3 **Step 3 – Response to Formal Grievance:** Within 15-working days of receipt of the written grievance, the ~~Client unit~~ manager shall submit to the employee an answer in writing. If the grievance is not resolved at this level, the employee shall have 15-working days from receipt of the answer in which to file an appeal to the Executive Director.
- 30.4.4 **Step 4 – Executive Director Response:** The Executive Director shall respond to the grievance in writing within 15-working days of its receipt. Within this period, at the Executive Director's discretion, an informal hearing involving the parties to the dispute may be conducted. The decision of the Executive Director shall be final and binding.
- 30.5 **Representation:** The grievant is entitled to representation of his/her choice at any point in the grievance procedure. If the representative is a fellow employee, that employee shall receive time off from his/her work assignment for the time of the grievance meeting or hearing plus reasonable travel time. The grievant must inform human resources whether he/she will be represented at any meeting regarding the grievance, along with the identity of the representative, at least 48 hours prior to the grievance meeting.
- 30.6 **Waiver of Grievance:** Failure by the grievant to appeal his/her grievance to the next step within the specified time limits of this Rule shall constitute a waiver of the right to pursue the grievance further, unless an extension of time to a definite date was granted by the appropriate JPA employees. Failure by the JPA to respond to the grievance within any of the specified time lines shall entitle the grievant to appeal to the next level of review. Additionally, failure on the part of an employee or his/her representative to appear for any scheduled meeting without notification may, in the JPA's discretion, result in JPA denial of the grievance.
- 30.7 **No Retaliation:** Employees shall not be penalized or retaliated against in any way for using the grievance procedures, or testifying as a witness in a grievance proceeding.

## **Section 31 Disciplinary Action**

- 31.1 **Policy:** Employees are at-will and may be discharged without cause by the Executive Director at any time. While disciplinary action may be taken, it does not limit the authority of the Executive Director to discharge an employee with or without cause, with no right of appeal.
- 31.2 **Types of Discipline:** The Executive Director may invoke disciplinary action for a violation of a rule, regulation, or practice and may impose the following types of disciplinary actions: oral reprimand; written reprimand; suspension without pay; reduction in pay, or demotion.
- 31.3 **Written Notice:** The JPA will provide written notice to the employee of its intention to discipline for cause. The written notification will explain the incident, rule violation, and the proposed discipline. Such notice shall include a statement of the reason(s) for the proposed action and the ground(s) for the discipline being considered. In addition, the JPA will provide the employee the right to respond, either verbally or in writing to the proposed discipline within 5-working days from

the date of the notification. The employee shall have the right to have a representative present if the employee desires to respond verbally.

31.4 **Grounds Causes for Disciplinary Action:**

31.4.1 **Disciplinary Causes:** Causes for disciplinary action against any employee may include, but shall not be limited to, the following:

- 31.4.1.1 Misstatements or omissions of fact in completion of the employment application or to secure appointment to a position with the JPA.
- 31.4.1.2 Furnishing knowingly false information in the course of the employee's duties and responsibilities.
- 31.4.1.3 Inefficiency, incompetence, carelessness, or negligence in the performance of duties.
- 31.4.1.4 Violation of safety rules.
- 31.4.1.5 Violation of any of the provisions of these Rules or respective JPA policies and/or federal or state laws.
- 31.4.1.6 Inattention to duty.
- 31.4.1.7 Tardiness or overstaying lunch periods.
- 31.4.1.8 Being under the influence of an intoxicating beverage or non-prescription drug or prescription drugs not authorized by the employee's physician, while on duty or on work property.
- 31.4.1.9 Disobedience to proper authority, refusal or failure to perform assigned work, to comply with a lawful order, or to accept a reasonable and proper assignment from an authorized supervisor.
- 31.4.1.10 Any violation of JPA harassment or retaliation policies.
- 31.4.1.11 Unauthorized soliciting for any purpose on JPA or client-partner agency property.
- 31.4.1.12 Unauthorized absence without leave; failure to report after leave of absence has expired or after a requested leave of absence has been disapproved, revoked, or canceled, or any other unauthorized absence from work.
- 31.4.1.13 Conviction of a felony, or a misdemeanor involving moral turpitude, or a violation of a federal, state, or local law which negatively impacts the employee's ability to perform his/her job or brings discredit to either JPA or the client-organizationpartner agency. (For purposes of this section, a misdemeanor conviction means a plea of guilty, does not include a conviction based on a plea of nolo contendere, or a determination of guilt in a court of competent jurisdiction).
- 31.4.1.14 Discourteous or offensive treatment of the public or other employees.
- 31.4.1.15 Falsifying any JPA or client-partner agency document or record.
- 31.4.1.16 Misuse of JPA or clientpartner agency property, improper or unauthorized use of equipment or supplies, damage to or negligence in the care and handling of JPA or clientpartner agency property.

- 31.4.1.17 Fighting, assault, and/or battery.
- 31.4.1.18 Working overtime without authorization.
- 31.4.1.19 Theft or sabotage of JPA or clientpartner agency property.
- 31.4.1.20 Sleeping on the job, except as specifically authorized.
- 31.4.1.21 Accepting bribes or kickbacks.
- 31.4.1.22 Gambling.
- 31.4.1.23 Engaging in outside employment which conflicts with an employee's responsibilities.
- 31.4.1.24 Intimidation or interference with the rights of any employee.
- 31.4.1.25 Outside work or any other activity or conduct that creates a conflict of interest with the respective JPA or clientpartner agency's work, causes discredit to the respective JP or clientpartner agency, negatively impacts the effective performance of either JPA or clientpartner agency functions, or is not compatible with good public service or interests of the JPA or its clientpartner agencies.
- 31.4.1.26 Abusive or intemperate language toward or in the presence of others in the workplace.
- 31.4.1.27 Failure to obtain and/or maintain minimum qualifications for a position, including licenses or certificates.
- 31.4.1.28 The intentional, false misrepresentation, or concealment of a material fact for the purpose of inducing another to act upon it.
- 31.4.1.29 Forgery or alteration of any document or account belonging to the JPA or its client partner agencies.
- 31.4.1.30 Misappropriation of funds, securities, supplies, or other assets.
- 31.4.1.31 Impropriety in the handling or reporting of money or financial transactions.
- 31.4.1.32 Profiteering as a result of insider knowledge or agency activities.
- 31.4.1.33 Disclosing confidential and proprietary information to outside parties.
- 31.4.1.34 Accepting or seeking anything of material value from contractors, vendors, persons providing services/materials with the exception of gifts of less than \$50 in value.
- 31.4.1.35 Destruction, removal, or inappropriate use of records, furniture, fixtures, and equipment.
- 31.4.1.36 Mental or physical unfitness or perform assigned duties.
- 31.4.1.37 Political activity in violation of state or federal law.
- 31.4.1.38 Any other conduct of equal gravity to the reasons enumerated above as determined by the JPA.

**31.5 Employee Review:** When requested, employees shall be given an opportunity to review the documents or materials upon which the proposed disciplinary action is based.

**31.6 Relief of Duty:** The Executive Director may place an employee on administrative leave with pay pending an investigation in order to determine if disciplinary action is to be taken.

- 31.7 **No Rights To Appeal:** The employee has no right to appeal any discipline action or proposed action.

## **Section 32 Investigation Procedures**

- 32.1 **Policy:** The JPA will address allegations and suspected instances of violations of any rules or procedures. Human Resources is responsible for determining when an investigation should be done; then conducting, or overseeing an investigating.
- 32.2 **Duty to Act:** The JPA has a duty to act. All employees are encouraged to report any suspected policy violation. Human resources staff, ~~client-unit~~ managers, supervisors, or any JPA staff who become aware of information that would lead a reasonable person to believe that a violation of JPA policy has occurred must notify human resources within two working days of becoming aware of the information.
- 32.3 **Action to Be Taken:** The JPA encourages resolution at the lowest possible level. However, human resources must be notified in order to determine the appropriate resolution and investigation process. The JPAs is not precluded from taking any action it deems appropriate, including informing the accused of the allegations and pursuing an investigation even in cases when the complainant is reluctant to proceed.
- 32.4 **Corrective Action:** Corrective action may be imposed on any individual who has violated a policy or who fails to take appropriate action in response to knowledge of potential discrimination or harassment against any employee.
- 32.5 **Investigations:** Human resources may conduct investigations or may use external investigators to conduct investigations. Investigations will be conducted in a fair, thorough, and impartial manner by persons selected by human resources. JPA individuals may be informed of the investigation and its progress and outcome as deemed appropriate by human resources.
- 32.6 **Retaliation:** The JPA will not tolerate retaliation in any form against any person who files an allegation of a policy violation, serves as a witness, assists a person making allegations or otherwise participates in an investigation. Retaliation may subject the offender to sanctions. Allegations of retaliation should be directed to human resources.
- 32.7 **Confidentiality:** To the extent possible, the JPA will make every reasonable effort to conduct all proceedings in a manner that will protect the confidentiality of those involved. Information received in connection with the filing of a complaint of policy violation, investigation, and resolution of allegations will be treated as confidential except to the extent it is necessary to disclose particulars in the course of the investigation or when compelled to do so by law.
- 32.8 **Public Records Law:** Upon conclusion of the investigation, the investigation report and related materials shall be treated as confidential unless disclosure is mandated by law, including the Public Records Act.
- 32.9 **Human Resources Actions:** Human resources will
- 32.9.1 Assess the situation and attempt timely resolution.
  - 32.9.2 Address all concerns promptly and thoroughly.
  - 32.9.3 Respect confidentiality of individuals involved.

32.9.4 Conduct or oversee the conduct of investigations, following these guidelines.

32.9.5 Maintain appropriate records.

32.9.6 Communicate investigation findings to the executive director, complainant, and accused, as appropriate, including a clear and concise statement of the specific grounds and particular facts upon which the proposed disciplinary action is based.

32.9.7 Reserve the right to amend or modify the proposed disciplinary action based on the facts to issue the appropriate level of discipline, actions steps and/or corrective measures. Appropriate corrective action may range from counseling, training, written reprimand, suspension, demotion, or other actions up to and including dismissal. If discrimination, harassment, false allegations, inappropriate behavior, or another ~~policy~~ violation has occurred, the JPA will take necessary steps to correct the behavior. Should the investigator conclude ~~that~~ a false charge occurred, the JPA will take prompt remedial action consistent with the severity of the offense.

32.9.8 Monitor action steps and/or corrective measures to ensure behavioral change and compliance.

### 32.10 **Investigation Process**

32.10.1 **Investigation Purpose:** The purpose of the investigation is to evaluate the allegations, determine the facts based on review of evidence and witness statements and make findings regarding the facts underlying the allegations.

32.10.2 **Investigation Method:** The investigator will take reasonable steps to review the evidence, including interviewing relevant witnesses and reviewing documentary and other relevant evidence. After reviewing all relevant evidence, the investigator will make findings of facts regarding the allegations in a written report.

32.10.3 **Possible Investigation Outcomes:** An investigation may result in one of the following determinations:

- There is sufficient evidence that the ~~alleged~~ conduct alleged occurred and one or more of the allegations are ~~is~~ sustained.
- There is insufficient evidence that the ~~alleged~~ conduct alleged occurred and one or more the allegations ~~is~~ are not sustained.

32.11 ~~**Mandated Reporting:** The JPAs will report all incidents in compliance with the mandated reporting laws, and may report other incidents of inappropriate behavior, at their discretion.~~

This provision was elsewhere in this document.

## **Section F – Health and Safety**

### **Section 33 Safety in the Workplace**

- 33.1 **Workplace Safety Policy:** The JPA is committed to providing a safe and healthful work environment and it maintains an employee safety program meeting the requirements of state law.
- 33.2 **Management Responsibilities:** Management shall be expected to take steps within its control to maintain a safe work environment and to be in compliance with federal and state safety regulations.
- 33.3 **Employee Responsibilities:** Employees shall be expected to obey safety rules, follow established safe work practices, and exercise caution in all their work activities. Employees are also expected to report any unsafe conditions to their ~~Client unit manager~~supervisor. Employees at all levels who are responsible for correcting unsafe conditions are required to do so. Written safety rules are a basic part of the Injury and Illness Prevention Program and employees shall be required to know and follow the safety rules, and management shall enforce them.
- 33.4 **Reporting Injuries:** Work-related injuries should be reported to the employee's ~~Client unit manager~~supervisor and human resources. The report should then be sent immediately to human resources. Any serious employee injury or illness should also be immediately reported to CalOSHA by the employee's immediate supervisor.
- 33.5 **Other Safety Rules:** Individual units may adopt specific safety rules applicable to their operations.
- 33.6 **Injury and Illness Prevention Program:** The JPA has an Injury and Illness Prevention Program (IIPP) designed to specifically address the legislation and regulations, and to function as an umbrella program that incorporates the elements of other occupational hazard control programs and procedures (e.g., Hazard Awareness and Communication Program, Chemical Hygiene Plan, etc.). The safety program includes: a written IIPP that provides for identification and correction of safety hazards; video display terminal and computer equipment policy; driver safety standards; and applicable ongoing safety training in compliance with federal and state safety regulations. The intent of the IIPP is to facilitate identification and evaluation of workplace hazards, enable the correction of unsafe conditions, provide a means of communication between employees and management on matters concerning employee safety and health, educate and train employees on health and safety matters, and implement a strategy by which compliance with the regulation can be achieved and documented. The IIPP designates a responsible person (or persons) and a system for:
- Communicating with employees on matters concerning safety and health.
  - Identifying and evaluating workplace hazards.
  - Implementing procedures for injury/illness investigation.
  - Mitigating hazards.
  - Training employees.
  - Maintaining records.

## **Section 34 Policy on JPA Equipment and Vehicle Use**

- 34.1 **Use of JPA Equipment/Automobile Use:** No JPA- or clientpartner agency-owned equipment, automobiles, instruments, supplies, machines, or any other item that is the property of the JPA shall be used by an employee other than for work-related business, unless the immediate supervisor~~Client unit manager~~ approves in advance. No employee shall allow any unauthorized person to rent, borrow, or use any JPA or clientpartner agency-owned property, except upon express prior approval of the ~~Executive Director or Client unit manager~~employee's immediate supervisor.
- 34.2 **Automobile Use:** JPA- or clientpartner agency-owned vehicles are to be used by employees who have valid driver's licenses and insurance certificates for travel on work-related business only.
- 34.2.1 **Valid California Driver's License and Certificate of Insurance:** Prior to using a vehicle on work-related business, employees must obtain and provide a copy of their California driver's license and a copy of a Certificate of Insurance on the form provided by the JPA which evidences that the employee has comprehensive automobile liability insurance or business automobile liability insurance in an adequate amount. Should the employee be in their own vehicle and in an accident while performing Agency business, for claims processing purposes, the employee's own insurance provider is primary and Agency's insurance provider is secondary.
- 34.2.2 **Pull Program Releases:** The JPA participates in the State of California Department of Motor Vehicles (DMV) Pull Notice Program. Under this program the State sends the JPA driving records of all employees on an ongoing basis. Human Resources reviews the driving records of those employees who drive as part of their condition of employment and will take appropriate action should any of the driving records indicate any of the following: DUI, suspended license, or other serious driving offense (i.e., reckless driving, etc.) At hire, employees must complete and sign the California Department of Motor Vehicles Pull Program release form. Any employee who has not signed a release shall not be eligible to drive on JPA or clientpartner agency business.
- 34.2.3 **Satisfactory Driving Record:** Employees who utilize JPA- or clientpartner agency-owned vehicles or their own personal vehicle in the performance of their duties must have a satisfactory driving record. A satisfactory driving record is considered 4 or fewer points in the California system. Employees with more than 4 points on their driving record will undergo an assessment to determine eligibility to continue driving on JPA or clientpartner agency business.
- 34.2.4 **Complying with Traffic Regulations:** Employees must comply with all traffic regulations, laws, and ordinances while engaged in driving on work-related business.

- 34.2.5 **Mobile Devices:** Only hands-free mobile devices may be used when driving, and no communications device may be used while driving to write, send, or read a text-based communication.
- 34.3 **Use of Vehicle Safety Belts:** Employees who drive on work-related business shall use and ensure that all passengers use available safety belts in the vehicles being operated. Passengers shall ride only in those positions of a vehicle designed for the carrying of passengers.
- 34.4 **Vehicle Accidents:** When an accident occurs on the job involving one or more vehicles, the following steps should be taken by employees:
- 34.4.1 **Scene:** Secure the scene of the accident.
- 34.4.2 **Move Vehicles:** Move any involved vehicles out of the right of way, if possible.
- 34.4.3 **Emergency Response:** Call 911 for emergency services if someone appears to be injured or asks that 911 be called.
- 34.4.4 **~~Client-unit-Partner Agency Manager:~~** Contact your ~~Client-unit~~ manager immediately, if communication devices are available.
- 34.4.5 **Driver Information:** Exchange driver information and give the other driver a business card.
- 34.4.6 **Personal Information:** Obtain the names, phone numbers, addresses, and e-mail addresses of any vehicle occupants, or observers of the accident.
- 34.4.7 **Police Report:** Get the number of the police report that will be filed if the police respond to the accident.
- 34.4.8 **Statements:** Do not make any statements concerning the assumption of liability. Provide only the ~~required~~ information required by law.
- 34.4.9 **Pictures:** Take pictures of the damage and all relevant aspects of the accident (the area where accident occurred, objects blocking view, etc.). If a camera is not immediately available, write down all of the relevant information.
- 34.4.10 **Insurance and Legal Requirements:** Follow any insurance and legal requirements, such as immediately notifying your insurance company or the State of California's Department of Motor Vehicles.

## **Section 35 Fitness for Duty Evaluations/Light-Duty Assignments**

- 35.1 **Fitness for Duty:** The JPA, ~~at its expense,~~ may order an employee off work and require an employee to undergo a fitness-for-duty evaluation for any reasonable cause. The JPA shall pay for such fitness-for-duty evaluation. The employee may be allowed to return to work only when-until which time- the employee has submitted is able to present a physician's certificate stating that thee employee is able to return to work without impairing the employee's own health or the health of other employees or the public. The certificate must include a statement that the employee is .-If the employee is not fit to perform his/her duties with or without reasonable accommodation. If the JPA disagrees with the physician's certificate, the employee may be referred to a JPA approved physician and the cost of the evaluation will be covered by the JPA.

35.2 **Temporary Light-Duty Assignments:** Employees on short-term disability or workers' compensation are encouraged to return to work as soon as medically possible. Temporary light duty may be available for employees but it is not guaranteed. Temporary light duty in many cases may provide the appropriate transition back to full duty. Light-duty assignments accommodate medical limitations and are arranged following review with JPA human resources and the employee's immediate supervisor. Assignments may or may not be within the employee's regular work area. Assignments are arranged on a temporary basis for a period not to exceed 90 days and are based on the restrictions provided by the employee's treating health care practitioner. Nothing in this section prevents the JPA from seeking a second opinion on the employee's medical condition and availability for light-duty work.

## **Section 36 Workplace Violence Prevention**

36.1 **Violence in the Workplace Policy:** Acts of violence, whether threatened, gestured, or carried out will not be tolerated in the workplace. This includes threats of and violent behavior which are, direct, implied or actual, from anyone any person, and directed toward any person occurring in the course of employment, as well as: aggressive or hostile behavior that creates a reasonable fear of injury to another person; or intentionally damages property. Any ~~person~~ witnessing or becoming the subject of such behavior shall immediately report it to ~~his/her~~their ~~Client unit~~ manager and human resources for proper investigation. Minimizing and eliminating the threat of violence is a duty of all employees.

36.2 **Notification:** It is the responsibility of all employees to notify a ~~Client unit~~ manager, human resources, or the Executive Director immediately of any threats of violence or acts of violence such violent violation of this policy, act or a threat, or if a violation ent act or threat against themselves or any other employee occurs in the workplace, or is directly associated with their employment. Notification may be made to any of these persons as appropriate and shall be reported as soon as practicable. Retaliation or the threat of retaliation against a person who reports such an incident shall not be tolerated.

36.3 **Possession of Inappropriate Items:** Employees shall not possess the following instruments at a worksite or on either JPA or ~~client~~partner agency property, including parking lots, unless there is a work-related purpose and written approval has been obtained from the employee's ~~Client unit~~ manager.

36.3.1 **Firearms:** Any type of firearms.

36.3.2 **Explosives:** Any type of explosives or ammunition.

36.3.3 **Fixed Knives:** Fixed blade knives.

36.3.4 **Folding Knives:** Folding knives with blades over 3.5 inches.

36.3.5 **Weapons:** Weapons such as those defined in Section 12020 of the California Penal Code.

36.4 **Disciplinary Action:** The JPA shall take appropriate disciplinary action, up to and including termination of employment, against any employee determined to have committed such acts violating this policy. Managers who fail to carry out their

- responsibilities in accordance with this policy and procedure may also be subject to disciplinary action, up to and including termination of employment.
- 36.5 **Counseling Services:** As needed, incident-related counseling services may be offered through the JPA Employee Assistance Program (EAP), or any other resource or program made available by the JPA, to employees who are the victims of violence, subjects of threats of violence, or subject to intimidation at the workplace. The JPA will work with public safety, the courts, and other authorities necessary to ensure employee safety.
- 36.6 **Procedures for Imminent or Actual Violent Acts:**
- 36.6.1 **Employee Responsibilities:** An employee who is in immediate apparent danger of a violent act, or another employee who witnesses a violent act or the threat of a violent act shall, whenever possible:
- 36.6.1.1 **Safe Location:** Get in a safe location.
- 36.6.1.2 **Emergency Services:** Call 911 and request the immediate response of a police officer. Be prepared to inform the dispatcher of the circumstances and exact location of where an officer is needed.
- 36.6.1.3 **Management:** Inform a Client unit supervisor, manager, or human resources of the circumstances.
- 36.6.1.4 **Media:** Refer media inquiries to the Client unit manager partner agency or human resources.
- 36.6.1.5 **Cooperate:** Cooperate fully in any administrative or criminal investigation conducted within this policy and the laws.
- 36.6.2 **Client unit Partner Agency Manager Responsibilities:**
- 36.6.2.1 **Safe Location:** Get in a safe location and/or send employees to a safe location.
- 36.6.2.2 **Ensure Safety:** Upon being informed ~~A Client unit supervisor or manager who is informed~~ of a violent act or the threat of a violent act, ~~shall whenever possible~~ ensure the immediate safety of employees and the worksite by calling 911, and notifying ~~ing~~ their site manager and human resources.
- 36.6.2.3 **Involve Individuals:** If feasible, ~~the Client unit manager shall~~ have the involved individuals wait in separate rooms or locations until the police take control or remove them from the premises.
- 36.6.2.4 **Restraining Order:** In consultation with human resources, the Client unit manager partner agency should determine if it is appropriate to obtain a restraining order, other appropriate injunctive, legal, and/or equitable relief.
- 36.6.2.5 **Reassign:** Reassign/relocate employees or job duties, if required.
- 36.6.2.6 **Terminate:** Terminate any business relationship with the offending person.
- 36.6.2.7 **Take Action:** Take any other action deemed to be necessary or required under the circumstances.
- 36.6.2.8 **Obtain Information:** Obtain basic information from the employee and provide to emergency responders.

36.6.2.9 **Media Inquiries:** Respond to media inquiries or ask the Executive Director's office to respond to them.

**36.6.3 Procedures – Future Violence:**

36.6.3.1 **Reasonable Belief:** Employees who have reason to believe that they, or another employee, may be victimized by a violent act sometime in the future, at the workplace, ~~or~~ as a direct result of their employment, or an outside dispute shall inform their ~~Client unit supervisor or~~ manager immediately so appropriate action may be taken and so human resources can be notified.

36.6.3.2 **Restraining Orders:** Employees who have a restraining order, temporary or permanent, against an individual who would be in violation of that order by coming near them at work, shall immediately supply a copy of the restraining order to their ~~Client unit manager~~supervisor and human resources.

**36.6.4 Post-incident Review:**

36.6.4.1 **Policy Evaluation:** The Executive Director, human resources, and the ~~Client unit manager~~ partner agency may conduct a post-incident review and use the review to evaluate this policy and procedure.

36.6.4.2 **Support Systems:** The JPA may determine and oversee any post-incident support systems that may be needed.

## **Section 37 Emergency Action Plan**

37.1 **Purpose:** This policy applies to all JPA employees and is an action plan in the event of a natural or man-made disaster and will assist to protect life and property by encouraging proper planning and preparation. Employees assigned to specific ~~client-partner~~ agencies should follow the procedures of those ~~client-partner~~ agencies, and notify JPA human resources if the ~~client-partner~~ agency policy has been activated.

37.2 **Policy:** It is JPA policy to notify all employees of the elements of the emergency action plan and to expect all employees to read and understand the information presented in this plan. It is the intent of this plan to provide not only employees, but also visitors with an appropriate Emergency Action Plan.

37.3 **Emergency Action Plan Elements:**

37.3.1 **Employees assigned to ~~Client-Partner Agency~~ Locations:** The JPA owns no structures, and have administrative employees working from home offices. Employees assigned to ~~client-partner agency~~ locations shall follow the emergency action plan elements of the ~~client-partner agency~~ organization.

37.3.2 **Employees Working From Home Offices:** Employees working from a home-based office shall determine their own emergency action plan for potential emergencies

## **Section 38 Emergency Service Workers**

**38.1 Emergency Service Workers:** All JPA employees are designated per state law as emergency service workers and are deputized per civil defense rules under a declared emergency to carry out the orders of established emergency command sections with the provided limited immunity under the Government Code. Every employee should know where he or she reports in the event of an area-wide emergency. In the event of an emergency or disaster, every employee shall attempt to call in or contact their ~~Client—unit—manager~~immediate supervisor. Notwithstanding the call-in requirement, all employees are expected in an emergency or disaster to act as follows:

- **Attend** to the immediate physical safety of yourself and those immediately around you.
- **Contact** or see to the safety of your immediate family, develop a family plan, and establish a family call-in phone contact in advance, preferably with a relative out of state or out of the region.
- **Report to work** when directed to do so.

**38.2 Emergency Situations:** In an emergency situation, employees may be assigned to a variety of duties other than their normal assignments but generally related to their knowledge, skills, and abilities under their job class description. Those who are assigned to report to another organization shall be treated as JPA employees assigned to another agency and shall be compensated and otherwise covered as JPA employees upon proof of service attendance in another agency. Those reporting to work at their usual assigned JPA shall be governed by established regular time and overtime rules.

## **Section 39 Breastfeeding Mothers**

**39.1 Policy:** In recognition of the health advantages of breastfeeding for infants and mothers, the JPA is supportive of an environment that enables breastfeeding employees to express their milk during work hours.

**39.2 Practice:** Breastfeeding employees who choose to continue providing their milk for their infants after returning to work shall receive:

- **Milk Expression Breaks:** Breastfeeding employees are allowed to breastfeed or express milk during work hours using their normal breaks and meal times. For time that may be needed beyond the usual break times, employees may use personal leave or may make up the time as discussed with their supervisors.
- **A Place to Express Milk:** A room shall be made available for employees to breastfeed or express milk. The room will be private and sanitary with an electrical outlet, and as much as possible, located near a sink with running water for washing hands and rinsing out breast pump parts. If employees prefer, they may also breastfeed or express milk in their own private offices, or in other comfortable locations agreed upon in consultation with the employee's supervisor.

- Expressed milk can be stored in general refrigerators, in designated refrigerators provided, or in employee's personal cooler. If stored in a general refrigerator, the milk should be labeled as to who it belongs to.

## **Section 40: Injury and Illness Prevention Program**

- 40.1 **Program:** It is JPA policy to provide a safe working environment for its employees. California law requires all employers to have an Injury and Illness Prevention Program and this program complies with that law following the same general categories. Many employees are assigned to ~~client-partner~~ agencies and those employees shall follow the safety program of the assigned agency.
- 40.2 **Program Authority:** The JPA has the responsibility and authority to implement and maintain an Injury and Illness Prevention Program. The responsibilities of this assignment are documented in the responsibility statement. California law requires that employees be assigned specific responsibility relating to the Injury and Illness Prevention Program. In accordance with JPA policy to provide a safe and healthy working environment, the director of human resources or designee has responsibility to develop, implement, and maintain the JPA Injury and Illness Prevention Program. Specifically, this will include the following duties:
- Develop rules of safe practices for each administrative function of JPA operations.
  - Develop safe operating rules for operation of mechanical equipment based on manufacturer's operating instructions.
  - Develop a system to encourage employees to report unsafe conditions.
  - Conduct an investigation of each accidental occurrence, whether or not it results in an injury, to determine why it occurred and methods to prevent recurrence.
  - Instruct supervisors in safety responsibilities.
  - Develop a program of employee education into JPA policy and work practices.
  - Conduct scheduled periodic inspections of any JPA-owned facilities, equipment, and work areas to identify and correct unsafe conditions and work practices.
  - Maintain records of training, periodic inspections, corrective actions, and accident investigations.
- 40.3 **Recognition Program:** In order to ensure that employees comply with safe and healthy work practices, the JPA has implemented the following:
- 40.3.1 **Recognition:** Compliance by all employees with the JPA Injury and Illness Prevention Program is mandatory. The employee's immediate supervisor will provide appropriate recognition of safety-conscious employees with accident-free records.
- 40.3.2 **Disciplinary System:** As required by law, disciplinary action is part of the program. The failure of an employee to adhere to safety policies and procedures will be considered a violation. Accordingly, the employee may be subject to disciplinary actions, up to and including termination and, in severe cases, possible civil litigation. Violations will be noted on applicable documents.

- 40.4 **Communication:** Communication with all employees on matters of safety and health in a form readily understandable is required by the law. For JPA administrative staff, safety meetings may be held twice a year and more frequently if needed as part of all regularly scheduled staff meetings.
- 40.4.1 **Additional Methods:** The following are additional methods that may be used for administrative employees and employees assigned to client organizationspartner agencies, such as safety posters, written handouts or emails regarding safety issues, individual employee contact regarding safety issues, and safety committee meetings.
- 40.4.2 **Safety Suggestions:** Safety suggestions may be sent to the director of human resources, who will review the recommendations..
- 40.5 **Hazard Identification and Correction:** In order to identify and correct workplace hazards, periodic safety inspections will be conducted of the JPA worksites, materials, any JPA vehicles, and procedures as well as on an annual basis. These inspections will be conducted by the director of human resources, or designee. Inspections will be completed using hazard checklists, which will identify safety hazards, unsafe conditions, and work practices as well as their priority for attention. The date the hazard is abated, and the corrective measures taken, will also be noted on the form.
- 40.5.1 **Unscheduled Inspections:** Additionally, unscheduled inspections will take place whenever any new potentially hazardous substance, process, procedure, or equipment is introduced into the workplace. An inspection, investigation, and adoption of appropriate safeguards will also take place whenever a new or previously unrecognized hazard is noted.
- 40.5.2 **Inspection Results and Follow Up:** Results of the inspections will be reviewed by the JPA director of human resources or designee and addressed according to priority. Minor safety hazards, unsafe conditions, and work practices identified by each inspection will be corrected as soon as possible. Serious safety hazards, unsafe conditions, unsafe work practices, and other areas presenting an imminent danger to employees will be abated immediately. Failing this, all employees shall be removed from the site of the imminent hazard until said hazard is corrected.
- 40.5.3 **Records:** Records of these inspections shall be retained by the director of human resources for a period of no less than three years after the date of the inspection.
- 40.6 **Accidents:** All work-related accidents will be investigated in a timely manner by the appropriate employee's immediate supervisor in conjunction with the director of human resources. Employees assigned to client-partner agencies will undergo an accident investigation by JPA administrative staff, and may undergo another investigation by the client-partner agency as determined by the client-partner agency policy.
- 40.6.1 **Incidents:** Both minor incidents and near accidents may be investigated. All serious accidents will be investigated.
- 40.6.2 **Investigation Procedures:** Investigating work-related accidents will provide information regarding accident prevention as well as pointing out

trends that indicate problems that need to be corrected. The investigation should determine what factors, conditions, and/or practices contributed to the accident. The investigation is not intended as a medium for assigning blame.

**40.6.3 Supervisor's Report:** Accidents will be investigated using the Supervisor's Report of Accident form according to the following principles.

40.6.3.1 Accident scene will be visited as soon as possible while facts are fresh and before witnesses forget important details.

40.6.3.2 If possible, the injured will be interviewed at the scene of the accident and taken through a re-enactment.

40.6.3.3 All interviews will be as private as possible. Witnesses will be interviewed one at a time. As practical, everyone who has knowledge of the accident will be interviewed.

40.6.3.4 Statements will be taken in cases where facts are unclear or where there may be controversy.

40.6.3.5 Details will be documented graphically using sketches, measurements, diagrams, and photos as appropriate.

40.6.3.6 Causes of the accident and contributions to the accident, such as hazards, will be followed up on.

40.6.3.7 An action plan for preventing future such accidents will be developed, as appropriate.

40.6.3.8 Where a third party or defective product contributed to the accident, evidence will be saved.

40.6.3.9 Accident reports shall be retained by human resources for a period of not less than three years after the accident.

**40.7 Correcting Unsafe Conditions:** The method and procedure to correct unsafe or unhealthy conditions, work practices, and work procedures is outlined in this document. The director of human resources or designee has the authority and responsibility for correction of hazards, unsafe conditions, and work practices. Corrections of hazards will be made by the supervisor for the area. Timeliness of correction will be based on the severity of the hazard. This will include when a hazard is observed or discovered or if an imminent hazard exists. All exposed employees will be cleared from the area except those staff necessary to correct it.

**40.8 Safety Training:** New employees will receive safety orientation from their immediate supervisor, consisting of appropriate training on all of the equipment, methods, and vehicles they use. This training shall be documented and copies of that documentation forwarded to the director of human resources. Employees will also receive training when:

- Given new job assignments that materially change the way work must be performed.
- Whenever new potentially hazardous substances, processes, procedures, or equipment are introduced.
- When made aware of new or previously unrecognized hazard(s).
- Supervisors need to be familiarized with the safety and health hazards to which JPA employees under their direction and control may be exposed.

**40.9 Program Review:** The injury and illness prevention program and the safety performance of those responsible for carrying it out will be reviewed annually by the director of human resources or designee with a report submitted to the executive director.

**40.10 Appendix to Injury and Illness Prevention Program:**

**Safety Policy and Safety Practices:** It is JPA intent to provide safe working conditions and to establish and maintain safe practices at all times by all employees. As such, it is JPA policy that accident prevention shall be considered of primary importance.

The prevention of accidents is an objective affecting all employees and JPA activities. It is, therefore, a basic requirement that each supervisor makes employee safety an integral part of his/her regular supervisory duties. It is equally the duty of each employee to accept and follow established safety regulations and procedures.

Every effort will be made to provide adequate training to employees. However, if an employee is ever in doubt about how to do a job safely, it is the employee's duty to ask for assistance with how to perform the job.

Employees are expected to support accident prevention activities. Unsafe conditions must be reported and coworkers that need help should be assisted. Everyone is responsible for the safety duties that pertain to their jobs as well as maintaining workplace neatness and cleanliness.

These practices have been developed to help each employee make safety a regular part of every workday.

- **WORK SAFELY:** Safety is everyone's business. Teach new employees safe work methods. Accidents can be prevented. Report all unsafe conditions immediately.
- **WHEN LIFTING:** Bend your knees, get a firm grip on the object, hold it close to your body, space your feet for good balance; lift, using strong leg muscles, not back muscles. Get help with heavy or bulky loads.
- **TRASH DISPOSAL:** Keep sharp objects and dangerous substances out of the trash can. Dispose of them in approved containers when available.
- **CLEAN UP:** Remove refuse promptly to prevent slips and tripping. The first person to see a spill or debris should pick it up or report it.
- **PREVENT FALLS:** Keep aisles, work spaces, and stairways clean, clear, and well lighted. Report slippery or faulty floor surfaces.
- **WALK-DON'T RUN:** Watch your step. If appropriate for your job assignment, wear safety shoes with slip resistant soles.
- **EXTINGUISHER:** Know where fire extinguishers are and know how to use them.
- **PREVENT INFECTION:** Punctures, cuts, and scratches can be dangerous. Get first aid.

- **IF INJURED:** Report injuries, no matter how slight.
- **HORSEPLAY:** Scuffling, practical jokes, and tricks are not allowed.
- **DRUGS AND ALCOHOL** – Use of drugs and/or alcohol prior to or during working hours that may reasonably be expected to impair an employee's judgment and therefore the safety of self and others, is prohibited prior to or during working hours when such use may reasonably be expected to negatively affect work performance and safety.
- **MATERIAL HANDLING:** Do not throw objects, always carry or pass them. Use hand trucks or other equipment when possible. Get help with heavy or awkward objects.

For employees who do not work in office areas, the following should be part of the daily work-safety actions.

- **TOOLS:** Handle objects and tools carefully. Use the right tool for the job. Use safety glasses or goggles whenever using a power tool. Do not use burred, defective, or greasy tools.
- **FALLING OBJECTS:** If the work area requires a hard hat, wear it. Store objects and tools where they will not fall.
- **WORK AREA CONDITIONS:** Protruding nails, or torn and sharp corners can cause serious cuts and bruises. Remove or pad them. Close all drawers.
- **LADDERS:** Use the proper ladder for the job, not a box, chair, or any makeshift device. Place ladders securely.
- **MACHINE GUARDS:** Keep guards in place at all times. Do not clean machinery while it is running. Lock all disconnect switches while making repairs or cleaning. Never use compressed air to blow debris off work surface.
- **ELECTRICAL HAZARDS:** Do not stand on a wet floor while using any electrical apparatus. Keep extension cords in good repair. Do not make unauthorized connections or repairs. Do not overload outlets.
- **GAS FIRED APPARATUS:** Be sure the fire box is clear of gas before lighting. Use paper or cloth on a long wire or stick to light burner. Stand to side to avoid flashbacks.
- **REFRIGERATION:** Some refrigeration gases are dangerously poisonous; handle with care.

~~The above is a copy of JPA safety practices. These practices have been developed under guidelines provided by CAL-OSHA and are intended to assist in safeguarding employee's health and safety. While it is JPA responsibility to notify each employee of these rules, it is each employee's responsibility to read and observe these rules.~~

~~I have read and understand the safety rules as indicated on this form and others as told to me by my supervisor, and have had an opportunity to ask questions.~~

~~Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_~~

## **Section 41: Hazard Communication Program**

41.1 **Purpose:** This program is to ensure that all employees of the JPA have adequate information and training on any hazardous substances used in their work assignments and that they are provided with proper equipment as well as personal protective equipment (PPE) as necessary. JPA administrative employees and employees assigned to client-partner agencies should follow these procedures and policy.

41.2 **Scope:** Title 8, California Code of Regulations, General Industry Safety Orders, and Section 5194, require employers to establish a written hazard communication program that includes procedures for employee training, hazard identification, labeling, and records maintenance.

41.3 **Definitions:**

41.3.1 **Material Safety Data Sheets (MSDS):** A form with data regarding the properties of particular substances that includes such information as:

- Physical data
- Toxicity
- Health effects
- First aid
- Reactivity
- Storage
- Disposal
- Spill handling procedures
- Etc.

41.3.2 **Personal Protective Equipment (PPE):** Anything worn in order to protect the body from workplace hazards, including such items as:

- Safety goggles
- Blast shields
- Hard hats
- Gloves
- Ear plugs
- Aprons
- Work boots
- Etc.

41.3.3 **Hazardous substances:** Chemicals present in the workplace that are capable of causing harm.

41.4 **Responsibilities:**

41.4.1 **Manager:** Each manager of any work unit using hazardous substances is responsible for ensuring that the hazard communication program is maintained.

41.4.2. **Supervisor:** Each supervisor is responsible for:

- 41.4.2.1 Establishing and maintaining a hazardous substances inventory for those chemical products used in the work unit ([Appendix A](#)).

- 41.4.2.2 Advising employees of the location and availability of the JPA written hazard communication program, including the list of hazardous substances and MSDS.
- 41.4.2.3 Ensuring that employees are properly trained on the health hazards of the substances in the work unit, and the measures they can take to protect themselves from these hazards.
- 41.4.2.4 Maintaining documentation of employee hazard communication program training ~~(Appendix B)~~.
- 41.4.2.5 Ensuring that primary and secondary chemical containers are properly labeled.
- 41.4.2.6 Ensuring that employees are using approved PPE where required.
- 41.4.2.7 Providing a copy of the hazard control plan upon request to employees, their designated representatives, Cal/OSHA, or NIOSH.
- 41.4.2.8 Providing information and training on hazardous substances in employee work units at the time of initial assignment and whenever a new hazard is introduced. ~~(Appendix C)~~.
- 41.4.2.9 Training employees in the methods and observations that may be used to detect the presence or release of a hazardous substance in the work unit. Training may include monitoring done by the JPA, monitoring devices, and visual appearance or odor of the substances.
- 41.4.2.10 Ensuring that MSDS for hazardous substances are obtained.
- 41.4.2.11 Informing employees of the location of the MSDS and ensuring employees have unrestricted access to them.
- 41.4.2.12 Ensuring the MSDS coincide with the chemicals in stock.
- 41.4.2.13 Ensuring that the chemical manufacturer is contacted in writing if the MSDS was not provided by the vendor. ~~(Appendix D)~~.
- 41.4.2.14 Ensuring that the most current MSDS are being used for all chemicals in stock.
- 41.4.3 **Human Resources Director:** The director of human resources has overall responsibility for the hazard communication program as well as:
  - 41.4.3.1 Ensuring that supervisors and managers are properly trained and provide assistance where needed.
  - 41.4.3.2 Monitoring compliance with the hazard communication standard.
  - 41.4.3.3 Coordinating preliminary training and assisting with future training requirements.
  - 41.4.3.4 Maintaining and updating a master copy of the written hazard communication program.
  - 41.4.3.5 Ensuring employee training is documented consistent with Cal/OSHA standards and available for review by regulatory agencies.
  - 41.4.3.6 Providing a copy of the hazard control plan upon request to employees, their designated representatives, Cal/OSHA, or NIOSH.
  - 41.4.3.7 Sending the State of California's director of industrial relations a copy of the written inquiry to a chemical manufacturer for an MSDS

if a response has not been received from the manufacturer within 25 working days.

41.4.3.8 Informing employees of their right to personally receive information regarding hazardous substances to which they may be exposed.

41.4.3.9 Informing employees that their physician can receive information regarding hazardous substances to which the employee may be exposed. ~~(Appendix E).~~

41.4.3.10 Informing employees that he/she may not be disciplined due to the employee's exercise of the rights afforded pursuant to the provisions of the Hazardous Substances Information and Training Act.

41.4.4. **Employees:** Each employee who is authorized to use hazardous substances has a duty to follow the safe practices and procedures prescribed for such products, including the use of PPE and other clothing provided.

41.4.5. **Hazardous Substance Inventory:** An inventory will be performed initially to identify hazardous products and chemicals at each work location. Current hazardous substance inventory forms will be maintained in each area where these materials are used or stored. Hazardous products and chemicals include many materials not usually thought of as being chemical or hazardous.

- Custodial staff uses may be items such as, cleaners, soaps, waxes, detergents, and sweeping compounds.
- Vehicle services use fuels, lubricants, antifreeze, brake, and hydraulic fluids. Shops use solvents, oils, adhesives, and coolants.
- Graphic areas use inks, solvents, and dust-producing products.
- Offices use typewriter cleaner, rubber cement, duplicator chemicals (toner), markers, correction fluid, and so on.

41.5 **Material Safety Data Sheets (MSDS):** MSDS will be obtained from manufacturers or suppliers for all products identified during the inventory as containing hazardous or toxic ingredients. Following initial program compliance, MSDS will be obtained for all subsequent purchases. Products without accompanying MSDS will not be accepted for use until the MSDS has been received, reviewed, and approved. All purchase orders will include a requirement that an MSDS be provided as a condition of purchase. A current MSDS binder will be maintained in each area where these materials are stored and used.

41.6 : Periodic evaluation of safety control measures for hazardous substances and chemicals will be made in each storage and use area. This evaluation will include the following:

- Hazard Class (flammable, toxic, corrosive, reactive, etc.)
- Storage compatibility
- Secondary Containers
- Labeling
- Protective clothing and personal protective equipment needed
- Emergency eyewash/shower facilities

- Spill cleanup supplies and equipment
  - Fire protection measures
  - Ventilation
  - Static grounding
- 41.7 **Labeling:** The manufacturer or distributor of a hazardous substance is responsible for proper labeling and hazard warnings on their product containers. The JPA responsibilities are:
- 41.7.1 To ensure that all products containing hazardous substances and chemicals are properly marked as to contents and hazard, consistent with applicable standards. Container labels should provide:
- 41.8.1.1 Identity of hazardous substance(s) and chemical(s).
  - 41.8.1.2 Level of hazard warning statement.
  - 41.8.1.3 Name and address of manufacturer or distributor.
- 41.7.2 Ensure that storage/process tanks and piping will be marked or tagged to indicate contents and appropriate warnings.
- 41.7.3 Ensure that when a substance is transferred from the original container, the secondary container will be properly labeled with either a copy of the original manufacturer's label or with generic labels, which have a block for identity and blocks for the hazard warning.
- 41.7.4 Ensure that manufacturer labels on incoming containers of hazardous substances will not be removed or defaced. Torn or damaged labels will be repaired or replaced before being moved to a storage or use area.
- 41.7.5 Provide information in other languages to labels and warnings as long as the same information is also displayed in English.
- 41.8. **Hazard Communication Training:** Employees will be trained in the handling and use of hazardous substances and chemicals in the work place. Employees from other locations temporarily working at a location will be provided a hazard orientation by the unit supervisor prior to any work activities. Area specific training will be developed by managers and provided for each employee. At a minimum, training will include:
- 41.9.1 Identification of all hazardous substances and chemicals in the work place.
  - 41.9.2 Selection and use of appropriate PPE when working with hazardous substances and chemicals.
  - 41.9.3 Labeling requirements.
  - 41.9.4 Hazardous leak and spill response, clean up, and disposal.
  - 41.9.5 Protection against exposure to hazardous substances including proper work practices.
  - 41.9.6 Exposure first aid measures.
  - 41.9.7 Location and use of MSDS binder, chemical inventory list and written hazard communication program.
- 41.9 **Hazardous Non-routine Tasks:** Employees may periodically be required to perform hazardous non-routine tasks. Each affected employee will be given information by their supervisor about hazards to which they may be exposed prior to starting work on such projects. This information will include:
- 41.10.1 Specific hazards that may be encountered.

- 41.10.2 Protective measures that must be utilized.
- 41.10.3 Supervisory measures taken to minimize the hazards, including use of PPE, ventilation, presence of additional employees, and emergency procedures.
- 41.10 **Contractors:** The JPA does not frequently employ contractors to perform work. If contractors are used, they are required to have their own Hazard Communication Program.

## **Section 42: Ergonomics Program**

- 42.1 **Policy:** It is the policy of the JPA to provide all employees with a safe and healthy workplace. A proactive ergonomics program is integrated into the agency's written safety and health program. Records documenting the identification, prevention, and control of employee exposure to ergonomic risk factors will be maintained pursuant to all regulations. This program is a collaborative effort that includes managers, supervisors, and all employees. The director of human resources is the Ergonomics Program Coordinator, and is responsible for implementation, management, and recordkeeping requirements.
- 42.2. **Ergonomics Program:** The purpose is to apply ergonomic principles to the workplace in an effort to reduce the number and severity of musculoskeletal disorders (MSD), thus decreasing injuries and workers' compensation claims and, where possible, increasing productivity, quality, and efficiency.
  - 42.2.1 **Employee Participation:** Employees are encouraged to report workplace processes, equipment, or issues that they perceive to be ergonomic-related.
  - 42.2.2 **Worksite Evaluations:** Worksite evaluations are triggered when an employee reports an MSD sign or symptom; when jobs, processes, or work activities where work-related ergonomic risk factors have been identified which may cause or aggravate MSDs, or when any other process identifies ergonomic work issues. Worksite evaluations may include walk-through and observations at employee's worksites, employee interviews, surveys and questionnaires, checklists, and detailed worksite evaluations as appropriate.
  - 42.2.3 **Setting Priorities:** Worksite evaluations will be scheduled based upon the following: any job, process, operation, or workstation which has contributed to a worker's current MSD or that has historically contributed to MSDs, then specific jobs, processes, operations, or workstations that have the potential to cause MSDs.
  - 42.2.4 **Control of the Ergonomic Risk Factors:** The JPA may take steps to identify ergonomic risk factors and reduce hazards by using a three-tier hierarchy of control:
    - **Engineering controls:** This is achieved by focusing on the physical modifications of jobs, workstations, tools, equipment, or processes.
    - **Administrative controls:** This is controlling or preventing workplace exposure to potentially harmful effects by implementing administrative changes such as job rotation, job enlargement, rest/recovery breaks, work pace adjustment, redesign of methods, and worker education; and.

- **Personal protective equipment (PPE):** Using acceptable forms of PPE, such as kneepads and anti-vibration gloves, etc.

42.3 **Program Monitoring:** In order to ensure that issues have been addressed and that new problems have not been created, monitoring and evaluation will be conducted on an on-going basis. The methods may include such use of individual interviews and checklists to reevaluate the job/task to ensure that risks have been reduced, minimized, or eliminated.

#### 42.4 **Individual Responsibilities**

42.4.1 **Ergonomics Program Coordinator:** This person is responsible to ensure evaluations, controls, training and monitoring of the program including ensuring that:

- Control measures are implemented.
- A system is in place for employees to report MSD signs or symptoms and suspected work-related risk factors to human resources.
- Accurate records are maintained.
- Training is scheduled and records are maintained.
- Program monitoring and annual reviews occur.
- Follow-up occurs.

42.4.2 **Employees:** All employees will:

- Use the appropriate tools, equipment, parts, materials, and procedures in the manner established by managers and supervisors.
- Ensure that equipment is properly maintained in good condition and when not, report it immediately.
- Provide feedback to supervisors regarding the effectiveness of design changes, new tools or equipment, or other interventions.
- Attend ergonomics training as required and apply the knowledge and skills acquired to actual jobs, tasks, processes, and work activities.
- Report MSD signs or symptoms and work-related MSD hazards to the supervisor as early as possible to facilitate medical treatment and initiate proactive interventions.
- Take responsibility for their personal health and safety.

## Section G – JPA Administrative Staff Policies

### Section 43 Administrative Staff Office Equipment/Computer Policy

43.1 **Overview:** Regional Government Services administrative staff serve ~~three~~the JPAs in a variety of administrative functions, in such areas as human resources, payroll, finance, accounts payable, information technology, office administrative support, risk management, training, organizational development, management oversight, project consultants, and in all other support areas as needed.

#### 43.2 **Work Schedules, Work Place**

43.2.1 **Work Schedules:** Generally with the exception of the Executive Director, most administrative staff are hourly part-time employees with flexible work schedules and fluctuating workloads. Those work schedules are based on ~~the~~ JPA needs and may increase or decrease as a result of ~~client-partner~~ activity or JPA operations. The Executive Director reserves the right to appoint an individual to a full-time benefitted position, based on JPA needs.

43.2.2 **Work Sites:** Most administrative staff work from home-based offices and use their home space. Employees are responsible for maintaining their own home-based work site so that they may work safely and productively.

43.2.3 **Work Equipment:** Employees utilize personal home phones, cell phones, and computers to provide services to the JPA. Employees are responsible for keeping their own personal equipment in working order.

43.2.4 **Core Hours:** Some administrative staff work core hours, while others have a more flexible schedule. This work schedule is determined by the employee's immediate supervisor.

43.2.5 **Email:** Employees when working are expected to check and respond to email regularly. When away from the employee's office during a workday, employees are expected to check email at least once per day. When absent for long periods of time, employees are expected to use the Outlook out-of-office assistant message indicating when they will be returning and indicating alternate JPA administrative contact.

43.2.6 **Voice Mail:** Employees are expected to check and respond to telephone calls and voicemail regularly during normal business hours. When away from the employee's office during a workday, employees are expected to forward their office phone to their personal cell phone.

43.3 **Office Furniture and Equipment:** Office furniture and/or office equipment may be provided by the JPA to administrative staff as needed, based on the following criteria.

43.3.1 **Assessment of Needs:** New employees will be asked about their office needs to determine if work furniture or equipment is needed. Should various items be required, the JPA will assess if there is equipment or furniture available to provide. In addition, each employee's telephone needs will be assessed to determine if special JPA phone equipment is warranted and appropriate for the setting. If JPA phone equipment is needed it will be provided by the JPA.

- 43.3.2 **Cost:** If the employee owns appropriate equipment, no additional equipment will be purchased, nor will reimbursement be granted for using the employee's equipment. If no equipment or furniture is available, the purchasing of such items will be undertaken. The employee shall research and make recommendations for such items taking into consideration space requirements as well as cost. All items considered for purchasing must be approved by the employee's immediate supervisor and the executive director's designee.
- 43.3.2.1 **Administrative Staff/Advisors Cell Phone and Internet Allowances:** Employees' individual employment agreements or subsequent Personnel Action Forms indicate eligibility for cell phone and/or internet allowances. Costs for these services are assessed periodically and allowances are adjusted as needed, but no more than once annually.
- 43.3.2.2 **Allowance Amounts:** Employees will receive amounts based on their full- or part-time status. Employees regularly working more than 50% are eligible for 100% of the allowance amount; and employees regularly working less than 50% will be eligible for 50% of the allowance amount.
- 43.3.3 **Maintenance Responsibility:** Employees shall properly maintain their own office furniture. JPA provided computer equipment will be maintained by the JPA.
- 43.3.4 **Upgrades or Replacement:** Should furniture no longer be operational, such as chairs, the JPA may provide a replacement if it is determined to be needed.
- 43.3.5 **Separation from Employment:** Equipment purchased by the JPA is JPA property. All office furniture and equipment must be returned to the JPA upon an employee leaving employment for any reason with some exceptions. The Executive Director or designee will determine if JPA-owned office furniture and/or equipment is still in good working order. Should the items be in proper working order and the JPA determines that this equipment or furniture is needed, it will make such arrangements to have the items forwarded to the appropriate location. Should the furniture or equipment not be needed by the JPA, the executive director or designee will determine the manner and disposition of such items consistent with JPA needs, policies, and public law.
- 43.4 **Ergonomic Review:** Each employee once their home-based office is set up should request an ergonomic review by the JPA ergonomic consultant to assess for ergonomic issues. This review can be done in person, by phone or teleconference, Skype, video, or any other method deemed appropriate by the director of human resources. Human resources will arrange for this review and assessment.
- 43.4.1 **Computer and Peripherals and Other Associated Electronic Systems:** Computers and related peripherals may be provided by the JPA to administrative staff as needed, based on the following criteria.

- 43.4.2 **Assessment of Needs:** New employees will be asked about their computer needs to determine if a computer and related equipment is needed. Should various items be required, the JPA will assess if a JPA computer and/or equipment are available to provide or to purchase.
- 43.4.3 **Standardization:** Computer hardware and related equipment shall be a PC desktop or laptop with a screen no smaller than 14 inches running a current version of a Windows operating system.
- 43.4.4 **Software:** Required software includes a pc platform as well as: Microsoft Office suite which includes Microsoft Outlook, Adobe Acrobat (full version, not Adobe Reader), web browser, and a current AVG Anti-Virus program. RGS technical support will configure the VPN connection and Microsoft Outlook email account. Finance positions will also have a terminal server connection set up. Software shall generally be updated every three years.
- 43.4.5 **Internet Connections:** Employee must maintain a reliable internet connection that provides for a minimum of 3 Mbps download speed and 1 MBPS upload speed.
- 43.4.6 **Cost:** If no equipment is available, the purchasing of such items will be undertaken. All items considered for purchasing must be approved by the employee's immediate supervisor and the executive director's designee, who will place such order.
- 43.4.7 **Maintenance Responsibility:** Electronic equipment will be maintained by the JPA through a contract desktop support company. New electronic equipment will be set up by the contract desktop support company. In addition, the contract support company will provide routine maintenance for all JPA-owned computer related equipment.
- 43.4.8 **Work Files:** Work files must be stored on the JPA VPN and may not be exclusively maintained in files on the employee's home computer.
- 43.4.9 **Security:** in addition to an active Anti-Virus program, employees are to use password access to the computer, and use prudent password protection.
- 43.4.10 **Personal Use:** Employees are authorized to use the computer for personal use as long as the employee is following the Personnel Rules, Regulations, and Policy sections relevant to computer use and technology.
- 43.5 **Supplies:** Office supplies, such as paper, printer ink, etc will be made available to employees. The Executive Assistant will arrange for those items to be available.
- 43.6 **Upgrades or Replacement:** Should computers and peripherals be outdated or no longer operating at peak performance, the JPA will provide a replacement.
- 43.7 **Separation from Employment:** All JPA-owned computers and equipment must be returned to the JPA upon an employee leaving employment for any reason with some exceptions. The Executive Director or designee will determine if JPA-owned equipment is still in appropriate working order. Should the items be in proper working order and JPA management determine that this equipment is needed elsewhere, arrangements will be made to have the items forwarded to the appropriate location. If it is determined that the computer equipment is not needed by the JPA and should the employee wish to purchase this equipment, the executive director will determine if the equipment is to be reallocated for JPA use or

surplused and the value, if any, of the such items. If the items are surplused, all JPA information must be erased from the hard drive, and connections to the JPA accounts must be removed.

## **Section 44 Administrative Staff Compensation and Benefits**

### **Philosophy**

- 44.1 **Benefits:** All JPA employees are eligible for benefits, such as participation in a qualified retirement plan (such as RGS' 401(a) defined contribution plan), employee assistance program, unemployment coverage, workers' compensation and liability insurance coverage. In addition, part-time administrative staff who meet the criteria are eligible for time off for a variety of federal or state-mandated programs, such as FMLA, Pregnancy Leave, etc.
- 44.2 **Leaves:** Most of JPA administrative staff are not eligible for full-time benefits as defined in their individual employment agreements. However, JPA administrative staff who regularly work 20 or more hours per week are eligible to receive pro-rated holiday leaves as defined in their individual employment agreement.
- 44.3 **Health and Welfare:** All benefit eligibility is defined in the employee's individual employment agreement. Generally, part-time administrative staff are not eligible to receive health and welfare benefits, such as life insurance, long or short-term disability, vision insurance, dental insurance, or medical insurance.
- 44.3.1 **Exceptions:** In some cases at the discretion of the Executive Director and when an employee has worked more than 6 months for the JPA, part-time administrative staff may receive certain benefits consistent with other public-sector employers when placed in regular part-time status, such as pro-rated medical, dental, and vision insurance, ~~as well as eligibility for the alternate medical program.~~ Benefits will be pro-rated based on the individual's projected work hours and will be outlined in their individual employment agreement or subsequent Personnel Action Form. Medical insurance premiums may be prorated until an administrative employee regularly works 30 or more hours per week, and then will be paid at 100% of the agency's maximum allowable premium.
- 44.4 **Phone Allowance:** Most administrative staff work from home-based offices and use their personal cell phones for work-related business. Phone allowances are provided to those employees ranging from a monthly amount of \$50.00 to ~~\$75~~100.00 as determined by the Executive Director and as outlined in their individual employment agreement. Employees will receive amounts based on their full- or part-time status. Employees regularly working more than 50% are eligible for 100% of the allowance amount; and employees regularly working less than 50% will be eligible for 50% of the allowance amount.
- 44.5 **Compensation:** The Executive Director has the authority to set compensation consistent with other public-sector employers, using the ~~greater Bay Area as its applicable~~ labor market. Salary for staff with no benefits may be higher than for staff with benefits. Compensation will not be set for any employee that is inconsistent (high or low) with the salary range.

- 44.5.1 **Salary Ranges:** Salary ranges for each position are broad, allowing the Executive Director to adjust hourly compensation according to his discretion, based on several factors, first always considering JPA financial ability and other factors including:
- The need for the work within the JPA.
  - The quality of the employee's work and the employee's adaptability and flexibility in helping meet the JPA workload.
  - The employee's total compensation package, including the presence or absence of health and welfare benefits as well as anticipated and consistent hours-per-week workload.
- 44.5.2 **Salary Range Adjustment:** The Executive Director may adjust the salary ranges periodically as needed to conform to overall market-based greater Bay Area salary ranges, based on market adjustments, such as CPI or a salary survey. The Executive Director may also adjust salaries when the following occurs:
- Change in the employee's level of duties.
  - Annual salary increase.
  - Cost of Living changes.
  - Change in internal alignment.
  - Above average to exceptional performance after conducting a performance review.
- 44.5.3 **Actual Salary Ranges:** Pay rates may be placed anywhere on the salary range based on the above criteria. Pay rates are found on the JPA's Pay Rate Schedules.

## **Section 45 Administrative Staff Pay for Performance Program**

- 45.1 **Pay for Performance Program:** Employee performance is evaluated periodically but no less than every two years. At the discretion of the executive director, an employee may be eligible for the Pay-for-Performance program if the evaluation rating is Above Average to Exemplary.
- 45.2 **Pay for Performance Amounts:** At the discretion of the executive director, for above average to exemplary performance, the employee may receive one or more of the following:
- A one-time lump-sum payment of up to 5% bonus based on the employee's previous 12-months annual salary. This bonus payment is not included in the calculation of the 401(a) contributions amounts; or
  - An annual 1% to 5% employer-paid match to the employee's 401a program for the following 12-month period. The employee must contribute same amount to the employee's voluntary 457(b) account; and/or
  - A one-time bonus payment of up to \$3,000 for a Personal Wellness Plan to be used for wellness and personal fitness, such as gym memberships, personal trainers, exercise classes, health-prevention classes, massage therapy, personal

therapy, or any program, class, or plan that is related to the overall health of the employee.



**TO:** BOARD OF DIRECTORS  
**FROM:** JENNIFER BOWER, Director of Human Resources  
**SUBJECT:** PUBLICLY AVAILABLE SALARY SCHEDULES

**BOD Meeting: 4-16-2015**  
**Item: 7B**

### **RECOMMENDATION**

Approval of the salary schedule for Regional Government Services Authority.

### **BACKGROUND**

The Public Employees' Retirement Law (PERL) Government Code Sections 20636 and 20636.1 defines compensation earnable for public agency members. In order to meet the definition of compensation earnable, an amount of pay must either constitute a pay rate or special compensation as defined in the statutes. Section 20636(d) further requires that pay rate and special compensation schedules be approved by the governing body and that those schedules or similar documents be public records available for public scrutiny. In addition, California Code of Regulations Section CCR 570.5 also stipulates that government entities have publicly available pay schedules. RGS is not governed by PERL, therefore it follows CCR 570.5 for compensation earnable and approved requirements by the governing body.

As part of its business plan implementation, RGS sets salaries in coordination with billing schedules for each partner agency. In conformance with the section noted above, new positions and their resultant compensation will be agendized for Board approval, along with any other changes to the salary schedule, such as COLA increases. The attached salary schedule has no changes in it from February 2014 and it will stay in effect until the next Board approved change. It is also the Agency's intent to bring the salary schedule to the board for approval no less than once each fiscal year even if there are no changes.

As previously indicated, the RGS salary schedules have broad salary ranges in order for the JPA to appropriately allow compensation variances between rural and urban areas, as well as geographically diverse areas even though employees may perform the same duties. Appointments may be made at any place on the salary schedule. Step increases or Cost of Living Adjustments (COLAs) are not automatic for employees; step increases must be earned by performance. It must be noted that employees with similar duties in multiple assignments may be compensated differently based on the duties and region to which they are assigned. These differences are clearly delineated in a personnel action form for the employee.

### **FISCAL IMPACT**

There is no fiscal impact of approving and adopting this salary schedule as all costs are either paid for by agency partners and/or included in the current and FY 2016 budgets.

**Regional Government Services  
Salary Schedule Approved April 2015**

<b>Level</b>	<b>Classification</b>	<b>Current Range Bottom</b>	<b>Hourly Range Top</b>
<b>Executive</b>			
	CEO - Urban	80.0000	135.0000
	CEO	55.0000	95.0000
<b>Department Head</b>			
	Department Director - Urban	70.0000	135.0000
	Deputy Department Director - Urban	60.0000	90.0000
	Department Director	40.0000	65.0000
<b>Manager/Professional</b>			
	Senior Advisor	70.0000	135.0000
	Advisor	60.0000	105.0000
	Coordinating Advisor	55.0000	100.0000
	Program Advisor	45.0000	75.0000
	Project Advisor	35.0000	60.0000
<b>Analyst/Professional</b>			
	Program Coordinator	30.0000	50.0000
	Project Coordinator	25.0000	40.0000
<b>Technical</b>			
	Administrative Support - Urban	45.0000	80.0000
	Administrative Support	30.0000	50.0000
	Technical Advisor	40.0000	65.0000
	Technical Specialist - Urban	30.0000	50.0000
	Technical Assistant	20.0000	40.0000
	Technical Specialist	20.0000	40.0000
<b>Staff Support</b>			
	Administrative Specialist	15.0000	30.0000
<b>Interns</b>			
	Intern	12.0000	22.0000

approved by RGS board 4/16/2015