

# Housing Authority of the County of Stanislaus

*...also serving Alpine ▪ Amador ▪ Calaveras ▪ Inyo ▪ Mariposa ▪ Mono ▪ Tuolumne Counties.*

DATE: February 9, 2017  
TO: Board of Commissioners  
FROM: Barbara Kauss, Executive Director  
SUBJECT: **Action Item #03:** Revised and Updated Housing Authority Personnel Policy  
PREPARED BY: Kimberly Murdaugh, Director of Human Resources and Business Operations

**RESOLUTION #:16-17-06**

## RECOMMENDATION

Staff recommends the approval of the revised and updated Housing Authority Personnel Policy as shown in Exhibit A.

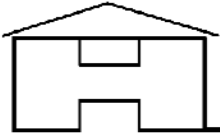
## SUMMARY

The Housing Authority completed negotiations with AFSCME Local 10 resulting in a Memorandum of Understanding (MOU) with modified terms and conditions of employment for represented employees. To provide uniformity in the implementation of the modified terms and conditions of the MOU, the proposed revised and updated Housing Authority Personnel Policy reflects the key provisions of the terms and conditions negotiated for represented employees. The revised and updated Personnel Policy includes a cost of living increase, modification of the employer contribution towards the health insurance premium, modification of the employee contribution to CalPERS, one additional floating holiday, administrative leave provisions for additional classifications and a vacation buy back provision. The revised and updated Housing Authority Personnel Policy has been drafted and reviewed by General Counsel and sent to AFSCME for review and comment.

The following summarizes the key provisions of the proposed revised and updated Housing Authority Personnel Policy:

### Cost of Living Increase

- Cost of Living Increase of 3% effective October 1, 2016
- Lump sum payment of ¾% calculated on wages in effect on September 30, 2016
- Cost of Living Increase of 2.5% effective October 1, 2017
- Lump sum payment of ¾% calculated on wages in effect on September 30, 2017
- Cost of Living Increase of 1% effective October 1, 2018
- Lump sum payment of ¾% calculated on wages in effect on September 30, 2018



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## Medical, Dental, Optical and Life Insurance

- The employer contribution towards health insurance premiums will be modified to a single tier allowance of \$950 per month

## CalPERS Contribution

- The employee contribution to PERS will increase 1.5% from 4.0% to 5.5% and from 5.5% to 7% effective 10/1/2017

## Floating Holiday

- Additional floating holiday in recognition of Cesar Chavez Day

## Administrative Leave

- The following additional classifications shall receive forth (40) hours of administrative leave on January 1<sup>st</sup> of each year which is not subject to cash-out.

Accounting Supervisor  
Construction Procurement Coordinator  
Housing Choice Voucher Program Supervisor  
Housing Inspection HMIS Supervisor  
Site Maintenance Supervisor  
Unit Turnover Supervisor

## Vacation Buy Back

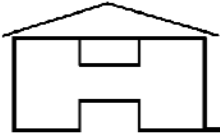
- Employees who have accrued over 80 hours of vacation may elect to take up to 100 hours of the accrual in equivalent pay which is payable quarterly on the first pay period in March, June, September and December

## **FISCAL IMPACT**

The cost of living adjustments, the change in the payment of PERS contribution paid by the Authority, and the modification to the monthly health contribution paid by the Agency affects all unrepresented employees. The fiscal impact for fiscal year 2016/2017 is \$27,910. There are sufficient funds available in the various program operating budgets to underwrite the additional costs.

## **ATTACHMENT**

Resolution No. 16-17-06  
Exhibit "A"



# Housing Authority of the County of Stanislaus

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RESOLUTION NO. 16-17-06

## RESOLUTION APPROVING THE REVISED AND UPDATED HOUSING AUTHORITY'S PERSONNEL POLICY

**WHEREAS**, the Board of Commission desires to approve the revised and updated Housing Authority's Personnel Policy, and

**WHEREAS** the revised and updated Housing Authority Personnel Policy is attached as Exhibit A of this resolution,

**NOW THEREFORE BE IT RESOLVED** by the Board of Commissioners of the Housing Authority of the County of Stanislaus, that:

1. The Revised and Updated Housing Authority's Personnel Policy as shown on Exhibit A of this resolution is approved as the new Housing Authority Personnel Policy.

**DULY AND REGULARLY ADOPTED** by the Board of Commissioners of the Housing Authority of the County of Stanislaus this 9<sup>th</sup> day of February 2017.

On a motion of Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and of the following roll call vote:

AYES:

NAYS:

ABSENT:

Approved: \_\_\_\_\_  
Chairman

Attest: \_\_\_\_\_

Secretary



EXHIBIT A

**PERSONNEL POLICY OF THE  
HOUSING AUTHORITY OF THE COUNTY OF STANISLAUS**

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**SECTION 1. STATEMENT OF AUTHORITY AND BASIC PRINCIPLES**

The Board of Commissioners of the Housing Authority of the County of Stanislaus (the "Authority"), in adopting these personnel policies and procedures, delegates the responsibility for its administration to the Executive Director with the charge to employ, assign and manage all personnel of the Authority on the basis of qualification and ability without regard to religion, marital status, disability, sexual orientation, national origin, race, ancestry, color, sex, political or union affiliation, age, citizenship, or other non-merit factors unrelated to job duties, except as authorized by these policies or law.

These personnel policies and procedures are designed to afford each employee a clear summary of employment rights, benefits, conditions and responsibilities. Not all of the Authority's policies and procedures are set forth in this Employee Handbook, it has summarized only some of the more important ones. It is the Authority's desire to provide the staff with working conditions conducive to individual satisfaction and achievement of the Authority's goals.

- A. **Applicability.** Unless indicated otherwise, the Personnel Policies and Procedures shall apply to all Authority employees except the Executive Director.
- B. **Conflict Between Personnel Policy and Memorandum of Understanding.** There exists within the Authority, in written form, certain rules, policies, and procedures contained within the Memorandum of Understanding between the Authority and the American Federation of State, County and Municipal Employees, Local 10 (MOU) which shall continue in full force and effect. This personnel policy shall also continue in full force and effect with respect to employees covered by the MOU. In the event of any conflict between the terms and policies of this personnel policy and the MOU, the provisions of the MOU shall be controlling.
- C. **Merit Principles.** In order to assure a high quality of public services, personnel administration shall be guided by these merit employment principles:
  - 1. Recruiting, selecting, and advancing employees on the basis of their relative ability, knowledge, and skills;

## EXHIBIT A

2. Providing equitable compensation through a system of position classification;
3. Retaining employees on the basis of the adequacy of their performance, correcting inadequate performance, and separating employees whose inadequate performance is not corrected;
4. Assuring fair treatment of applicants and employees in all aspects of personnel administration without regard to religion, marital status, disability, national origin, race, ancestry, color, sex, sexual orientation, political or union affiliation, age, citizenship, or other non-merit factor unrelated to job duties, except as authorized by these policies or law, and with proper regard for their privacy and constitutional rights as citizens; and
5. Assuring that employees are protected against coercion for partisan political purposes and are prohibited from using their official authority for the purpose of interfering with or affecting the results of an election or a nomination for office.

D. **Equal Employment Opportunity & Non-Discrimination.** The Authority is an equal opportunity employer. In accordance with applicable law, the Authority prohibits discrimination against any applicant or employee based on the following legally protected characteristics: race, color, religion, creed, sex, pregnancy (including childbirth and related medical conditions, and including medical conditions related to lactation), age (40 and over), national origin or ancestry, physical or mental disability, generic information, sexual orientation, gender, gender identity, gender expression, marital status, registered domestic partner status, military and veteran status, medical condition (cancer and genetic characteristics) or any other characteristics protected by federal and state law. An applicant's or employee's immigration status will not be considered for any Authority employment purpose except as necessary to comply with federal and state laws. The Authority's commitment to equal opportunity employment applies to all persons involved in its operations and prohibits unlawful discrimination by any employee, including supervisors and coworkers.

E. **Unlawful Harassment.** The Authority is committed to providing a work environment that is free of harassment and discrimination. In keeping with this commitment, the Authority will not tolerate any form of sexual harassment or other unlawful discrimination. Harassment based on sex, race, marital status, national origin, disability, sexual orientation, religion, or any other characteristic protected by state and federal law is prohibited. Any person who commits such a violation may be subject to personal liability as well as discipline by the Authority.

Sexual harassment of employees by supervisors, coworkers, or vendors is strictly prohibited. The Authority also prohibits harassment of employees by nonemployees in the workplace. State and federal laws define sexual harassment to include unwelcome sexual advances,

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## EXHIBIT A

requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature. Such conduct is unlawful when:

- submission to the conduct is made a term or condition of employment;
- submission to or rejection of the conduct is used as the basis for an employment decision affecting an employee; or
- the conduct has the purpose or effect of unreasonably interfering with an employee's work performance, or creating an intimidating, hostile, or offensive work environment.

Examples of sexual harassment include unwelcome sexual flirtations, advances, or propositions; verbal abuse of a sexual nature; subtle pressure or requests for sexual favors; unnecessary touching of an individual; a display in the work place of sexually suggestive objects or pictures; sexually explicit or offensive jokes; or a physical assault. It is also important to understand that stories, cartoons, nicknames, and comments of a sexual nature may be offensive to others and will not be tolerated. Violation of this policy may result in disciplinary action, up to and possibly including immediate termination.

If an employee believes that he or she has been, harassed in any way, they are requested to report the facts of the incident or incidents to their immediate supervisor, department manager or, if they prefer, the Human Resources Department.

Upon receipt of a complaint of harassment, the Authority will:

1. Fully inform the employee of her/his rights to complain and redress the harassment; the employee must be informed of her/his own obligations to secure her/his rights and of any assistance available to her/him under the Company's procedures;
2. Immediately conduct a thorough, objective and complete investigation of the alleged harassment. The Authority will make a determination whether unlawful harassment has occurred, and communicate its finding to the harasser and as appropriate to any other concerned party; and
3. If prohibited harassment has occurred, take prompt and effective remedial action to stop the harassment and to correct any effects of the harassment and communicate to the complainant that such action has been taken .

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Employees who believe that they have been sexually harassed may also file a complaint with the local office of the California Department of Fair Employment and Housing (DFEH). The DFEH and the California Fair Employment and Housing Commission (FEHC) have authority to remedy violations and can award limited monetary damages and fines. The FEHC can also order an employer to hire, reinstate, or promote a victim of discrimination or make other changes in company policies. The address and phone number of the local DFEH office can be found in the State Government section of your local phone directory. The FEHC is headquartered in San Francisco. The FEHC decides cases that are prosecuted by the DFEH.

Employees, supervisors, and/or managers who become aware of any violation of this policy should immediately advise the Director of Human Resources. In this way, the Authority can ensure that such conduct does not occur and that appropriate action can be taken immediately.

No employee will be retaliated against for making a complaint or bringing inappropriate conduct to the Authority's attention, for preventing unlawful practices, or for participating in an investigation, proceeding, or hearing conducted by the DFEH or the FEHC. If you believe that you are being or have been retaliated against for making a complaint, please contact your immediate supervisor, department manager, or the Human Resources Department, so that an immediate investigation can be conducted.

- F. **Disability Accommodation.** To comply with applicable laws ensuring equal employment opportunities to individuals with disabilities, the Authority will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship, a direct threat to the health or safety of the individual or others would result, or other lawful exemptions apply. Applicants or employees who require an accommodation in order to perform the essential functions of their job should contact Human Resources and request such an accommodation. Individuals with a disability should specify in writing what barriers or limitations make it difficult for them to perform their job. The Authority will conduct an investigation regarding these barriers or limitations and will identify possible accommodations, if any, that will help to eliminate the barriers or limitations. If the accommodation is reasonable and will not impose an undue hardship on the Authority or constitute a direct threat to the health or safety of the individual or others, or other lawful exemptions apply, the Authority will make the accommodation. The Authority may also propose alternative accommodations. Individuals are required to fully cooperate with the Authority in seeking and evaluating alternatives and accommodations. The Authority may require medical verification of both the disability and the need for accommodation. The Authority will also consider requests for reasonable accommodations for medical conditions related to pregnancy and childbirth where supported by medical documentation.

Employees who wish to request an unpaid leave of absence or who wish to extend a current leave of absence because of a qualifying disability should speak to the Human Resources

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Department regarding proposed accommodations.

**G. Religious Accommodation.** The Authority will attempt to make reasonable accommodations for employees' observance of religious holidays and sincerely held religious beliefs, including time off for religious holidays and accommodations related to dress and grooming practices, unless doing so would cause an undue hardship on Authority operations. Employees who desire a religious accommodation are required to make the request in writing to their supervisor as far in advance as possible.

**H. Use of Employer Owner and Supplied Equipment.** The Authority respects the individual privacy of its employees. However, employees' privacy does not extend to the employee's work-related conduct or to the use of Agency-provided equipment or supplies. Employees should be aware that the following guidelines limit their privacy in the workplace.

1. **Management's Right to Access Information:** The electronic mail system and internet access has been installed by the Authority to facilitate business communications and work-related research. Although each employee has an individual password to access this system, it belongs to the Authority and the contents of e-mail communications are accessible at all times by Authority management for any business purpose. These systems may be subject to periodic unannounced inspections, and should be treated like other shared filing systems. All system passwords and encryption keys must be available to management. An employee may not use passwords that are unknown to his/her supervisor or install encryption programs without turning over encryption keys to his/her supervisor.

All e-mail messages are Authority records. The contents of any e-mail may be disclosed by management within the Authority without employee permission. The employee should not assume that messages are confidential. Back-up copies of e-mail may be maintained and referenced for business and legal reasons.

2. **Business Use:** Internet services are for legitimate business use only in the course of employees' assigned duties. Incidental and occasional personal use of internet services is permitted, though the Authority reserves the right to monitor and limit all internet access. All materials, information and software created, transmitted, downloaded or stored on the Authority's computer system are the property of the Authority and may be accessed only by authorized personnel.

3. **Personal Use of E-Mail:** Because the Authority provides the electronic mail system to assist employees in the performance of the job, it is to be used only for official Authority business. Incidental and occasional personal use of e-mail to communicate with persons whom the employee know is permitted by the Authority, but these messages will be treated the same as other messages. The Authority reserves the right to access and disclose as necessary all



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messages sent over its e-mail system, without regard to content.

Since all employees' personal messages can be accessed by Authority management without prior notice, they should not use e-mail to transmit any messages that they would not want read by a third party. For example, staff should not use the Authority's e-mail for gossip, including personal information about themselves or others, for forwarding messages under circumstances likely to embarrass the sender, or for inappropriate responses to business correspondence or work situations. The Authority does conduct periodic audits of internal and external e-mail use. In any event, the systems should not be used for such purposes as soliciting or proselytizing for commercial ventures, religious or personal causes for outside organizations or other similar, non-job-related solicitations. If the Authority discovers misuse of the e-mail system, the employee will be subject to disciplinary action up to and including dismissal.

4. **Viruses:** To protect the Authority system, under no circumstances is staff to download attachments and files from persons or sites unknown to them. If attachments and files not recognized appear in staff e-mail, check with Administration before downloading or clicking on the attachment. Do not enter unfamiliar web sites through the Authority internet access without authorization from Administration.
5. **Forbidden Content of E-Mail and Internet Communications:** Employees may not use the Authority's e-mail system or the internet in any way that may be seen as insulting, disruptive, or offensive by other persons, or harmful to morale. Examples of inappropriate use include sexually-explicit messages, cartoons, images or jokes; unwelcome propositions or love letters; ethnic or racial slurs; or any other messages, images or jokes that can be construed to be harassment or disparagement of others based on their sex, race, ancestry, sexual orientation, age, national origin, citizenship, disability, religious or political beliefs or any category protected by federal, state or local law. Any use of the Internet, e-mail or any other electronic resource to harass or discriminate is unlawful and strictly prohibited by the Authority. Accessing any site that is sexually or racially offensive or discriminatory, displaying, downloading, or distributing any sexually explicit material or transmitting any of the Authority's confidential or proprietary information or materials is forbidden. Employees may not use the Authority e-mail system or internet access to enter, or participate in, any "chat rooms" or establish personal relationships.
6. **Passwords and Encryption Key Security and Integrity:** Employees are prohibited from the unauthorized use of the passwords and encryption keys of other employees to gain access to the other employee's e-mail messages.
7. **Copyright restrictions, permission required:** Any software or other material downloaded into the Authority's computers may be used only in ways consistent with the licenses and

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copyrights of the vendors, authors, or owners of the material. Prior written authorization from Administration is required before introducing any software into the Authority's computer system. Employees may not download entertainment software or games. If such software is detected on an employee's computer, it will be deleted and discipline may be imposed.

8. **Authority Representation:** Only authorized employees may communicate on the internet on behalf of the Authority. Employees may not express opinions or personal views that could be misconstrued as being those of the Authority. Employees may not state their affiliation with the Authority on the Internet or through any other means of communication unless required as part of their assigned duties. Internet access is limited to staff on an as needed basis. Internet traffic is audited regularly. Any violation of this policy will result in disciplinary action, up to and including dismissal.
9. **Use of Cell Phones:** Employees whose job responsibilities include regular or occasional driving and who are issued an Authority cellular telephone or use their personal cellular telephone for business-related work are expected to put safety first. Therefore, personal and Authority-supplied cellular telephones are not to be used while driving. Employees who receive calls or text messages on a cellular telephone while driving on business related work, must pull over safely, park, and then either answer the telephone or return the call of the person who attempted to contact them or send text messages. Unless utilizing of a hands free Bluetooth device in accordance with the law, such employees must also pull over safely, park and then call the person they need to reach if they need to make an Authority related cellular telephone call. Moreover, they may not send or review text messages while driving. This policy is in effect for their safety, the safety of others, as well as the safety of the Authority's property.

Employees who are charged with traffic violations, or cause accidents or injuries resulting from their use of personal or Authority-issued cellular telephones while driving will be solely responsible for all liabilities, fines, etc., that result to the extent permissible under the law.

Employees whose job responsibilities do not specifically include driving as an essential function, but who are issued an Authority-provided cellular telephone for business use or who use their personal cellular telephone for business use, are also expected to abide by the provisions of this policy.

- I. **Political Activities:** All members, officers, and employees of the Authority shall be subject to the provisions of the federal Hatch Act (Title 5, United States Code, Section 1501 et. Seq.). No employee shall be a candidate for public office in a partisan election, use his or her official authority or influence for the purpose of interfering with or affecting the results of an election or a nomination for office; or directly or indirectly coerce contributions from subordinates in support of a political party or candidate. As private citizens, however, employees, have the

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rights authorized under the Hatch Act, including the right to run for public office in a nonpartisan election and the right to contribute money to political organizations and attend political fundraising functions.

All members, officers and employees of the Authority are also subject to the provisions of California Government Code Section 54964, which prohibits the use of Authority funds or resources to support or oppose the approval or rejection of a ballot measure or the election or defeat of a candidate by the voters.

All members, officers and employees of the Authority are also subject to the provisions of California Government Code Section 3204 et seq., which among other things, prohibits the use of official positions to influence elections, solicitation of political contributions from other Authority employees, and the offer of additional employee compensation in exchange for political contributions.

- J. **Ethics:** The successful operation and reputation of the Authority is built upon the principles of fair dealing and ethical conduct of our employees. The Authority's reputation for integrity and excellence requires careful observance to the spirit and letter of all applicable laws and regulations, as well as scrupulous regard for the highest standards of conduct and personal integrity.

The Authority will comply with all applicable laws and regulations and expect all directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide employees with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed only with the employee's department head, the Executive Director or Human Resources Director.

Compliance with this policy of business ethics and conduct is the responsibility of every employee. Disregarding or failing to comply with this standard of business ethics and conduct may lead to disciplinary action, up to and including termination of employment. Retaliation against any employee who raises any questions, concerns or complaints concerning the honesty and integrity of our operations is strictly prohibited. Similarly, retaliation is prohibited against any employee who provides accurate information to any law enforcement agency about the commission of any federal or state offense. Any employee who feels that he or she has been retaliated against or threatened with retaliation for these reasons should report the matter immediately to the Executive Director or Human Resources Director as a signed complaint or on an anonymous, confidential basis.

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**K. Conflict of Interest and Incompatible Activities:** Authority employees shall abide by the laws and regulations of the State of California concerning incompatible activities and conflict of interest and those federal conflict of interest provisions that become applicable as a result of federal funded projects.

It is the policy of the Authority that all Authority employees shall not engage in any employment, activity, or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to their duties, functions or responsibilities of the Authority. Employees shall not be involved in making, or participate in making, decisions that may result in (1) a material impact on their personal financial position; or (2) preferential treatment to their friends or relatives.

An employee's outside employment, activity, including but not limited to volunteer activity, or enterprise is prohibited if it (1) involves the use for private gain or advantage of Authority time, facilities, information, equipment, or supplies, or the prestige or influence of his or her Authority office or employment; (2) involves receipt of acceptance of any money or other consideration from anyone other than the Authority for the performance of any act which is required or expected to be rendered in the regular duties or hours of employment as an Authority employee; (3) involves the performance of an act in other than his or her capacity as an Authority employee, which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other officer or employee of the Authority; or (4) conflict with an employee's work schedule or involves time or other demands that impair or have a detrimental effect on the employee's work performance with the Authority (5) conflicts with the employee's duties and responsibilities or creates an actual conflict of interest or (6) requires the employee to conduct work or related activities on Authority property, during Authority working hours or using Authority facilities or equipment. For purposes of this policy, self-employment is considered outside employment.

An employee may not be the owner of or have a financial interest in property under the Section 8 program.

An employee is prohibited from having a personal or financial interest or benefiting from any project or contract funded during that person's employment and up to one year thereafter. Without the concurrence of the Authority, an employee is prohibited from accepting a contract for personal services from any entity doing business with the Authority during that person's employment and up to one year thereafter.

If any employee finds that he or she has, or is considering the assumption of, a financial interest or outside relationship or employment which might involve a conflict of interest, or if the employee is in doubt as to the proper application of this policy, he or she should promptly make all the facts known to the Executive Director or Human Resources Director and refrain

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from any exercise of responsibility in any manner which might reasonably be considered to be affected by any adverse interest.

- L. **Nepotism:** To the extent possible, no person who is related within the first or second degree to a department head may be appointed in a paid capacity within that department. No person who is related within the first or second degree to a manager or supervisor may be appointed or assigned to a position that is in a direct reporting relationship or within the supervisory line of authority to such manager or supervisor. Relatives within the first or second degree are spouses, life partners, parents, children, grandchildren, brothers and sisters. In order to avoid the appearance of favoritism or impropriety, department heads are discouraged from appointing relatives within the first or second degree to volunteer assignments within that department. Any such employment shall require prior approval by the Executive Director as necessary to the conduct of the programs of the Authority and shall be reported to the Board of Commissioners.
- M. **Payments:** No salary, wages, expenses, or allowances shall be paid except upon the certification of the Executive Director and in accordance with the policies of the Board of Commissioners.
- N. **Gifts:** An Authority employee shall not ask for, receive, or agree to receive any gift, gratuity or reward for performance to his or her duties. All offers of gifts, even if not accepted, shall be reported in writing to the Executive Director. At the discretion of the Executive Director, incidental gifts of informational material or involving food or beverage, such as a calendar or a holiday box of candy, may be accepted if they are shared by all employees.
- O. **Confidentiality:** Authority employees shall abide by the laws and regulations of the State and Federal governments concerning confidentiality of client information. Unauthorized release of or discussion about client information within or outside the Authority is grounds for discipline up to and including dismissal.
- P. **Program Participant:** Authority employees may participate in programs provided by the Authority, except as cited in Section I, if otherwise eligible and no conflict of interest exists as determined by the Executive Director. The conduct of employees as program participants serves as an example to other participants and to the public; an employee's failure to strictly abide by program rules reflects badly on the Authority and harms the public services it provides. Therefore, an employee-participant shall adhere to all applicable program terms and agreements, including the timely payment of rent, and shall at all times be a participant in good standing. Violation of this policy may result in disciplinary action, up to and including dismissal.

Employees may represent their family members who are in or applicants for an Authority

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program following the same rules and guidelines that are set for all program participants. Employees cannot take any action, make any inquiries, or ask for any preferential treatment that members of the public do not get. When an employee represents a family member in this capacity, the employee may not act on behalf of the Authority in any manner affecting the family member's interest. The employee representing a family member cannot access information or systems not accessible by other Authority clients.

- Q. **Personal Appearance:** The image the Authority projects to its clients is reflected in the appearance of its employees. Employees should look neat, clean and well-groomed and should be dressed appropriately for the business environment. Employees are expected to use good judgment in their appearance and grooming, keeping in mind the nature of the work, their own safety of coworkers, and their need to interact with the public. The Authority encourages to seek the advice of their department head if they have questions regarding appropriate dress or appearance at work. Employees who report to work improperly dressed or groomed may be instructed by their department head to return home to change.

### SECTION 2.EMPLOYMENT PROCEDURES

- A. **Application:** The authority to appoint, promote, transfer, demote and terminate personnel shall be vested in the Executive Director and in such other official as formally designated by the Executive Director. The Executive Director shall have the final say on all personnel decisions including the appointment of the Authority's management staff.
1. Whenever possible, vacated or newly established positions shall be filled consistent with efficient operations by the promotion of qualified employees.
  2. Notice of all available job openings shall be distributed to designated employee areas prior to or concurrently with scheduled advertising to the public in the community.
  3. Open public recruitment shall be done through appropriate media, for a reasonable time, to assure sufficient opportunity for an appropriate segment of the labor market to apply and be considered for employment on the basis of abilities and potential. Except for continuous recruitment, public announcement of all position vacancies shall be made at least seven (7) calendar days in advance of the closing date for receipt of applications.
  4. All applicants for employment are required to submit a written application on a form specified by the Executive Director.
- B. **Qualifications:** The Executive Director shall cause to be prepared a job description for each

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employment classification, including examples of duties, experience, education and such other qualifications as desirable. The Executive Director may establish an examination procedure to qualify applicants for employment by one or more of the following means: application review, written examination, oral interview, performance test including computer skills and typing, business, and personal references.

- C. **Medical Examination:** Employees in specific positions may be required, for job related reasons, to take a physical examination after a conditional job offer is made or as a condition of continued employment at the discretion of the Executive Director. Such examination shall be at the Authority's expense and administered by a physician selected by the Authority.
- D. **Investigations:** The Executive Director may conduct investigations as he or she deems appropriate to verify an applicant or employee's education, training, experience, character or fitness. Pre-employment fingerprinting, and criminal background checks may be required for designated positions. Accordingly, job applicants or employees may be asked to sign certain authorization and release forms. Consistent with legal requirements the Authority reserves the right to require job applicants or employees to sign these forms as a condition of employment.
- E. **Appointment:** The Executive Director shall, upon appointment, specify the conditions of employment; including position title, salary, vacation leave, benefits, and the category of position.
- F. **Immigration Compliance:** The Authority is committed to employing only United States citizens and aliens who are authorized to work in the United States and who comply with applicable immigration and employment law. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States. The most common forms of identification are a driver's license and social security card; however, other official forms of identification can be used.

### SECTION 3. CATEGORIES OF EMPLOYEES

There are five (5) categories of employee positions. The policies and procedures herein apply to all categories unless otherwise expressly stated.

- A. **Regular:** A regular employee is one who has successfully completed the probationary period for a regular position. Such employees shall accumulate credit for sick leave, holiday, and vacation and shall receive health insurance, retirement benefits, and other Authority provided employment related benefits as adopted by the Authority.

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- B. **Probationary:** A probationary employee is one who is appointed to a regular position who shall serve a probationary period equivalent to six (6) months full-time employment from the date of such appointment (i.e., 1040 hours of active paid service, excluding paid sick or vacation time or similar paid non-service hours). The probationary period shall be utilized for closely observing the work of new employees and for securing their effective adjustment to their positions. All probationary employees shall be evaluated as to performance three (3) months and six (6) months after appointment. However, failure of the supervisor to timely complete such evaluations shall not negate the employee's probationary status.

Probationary employees shall have all the rights and privileges of a regular employee, except they shall not receive vacation, sick leave, except as otherwise required by law, retirement benefits, health insurance coverage, holiday pay, or other benefits provided by the Authority, except as required for probationary employment by Federal, State, or local law.

The service of probationary employees may be terminated by the Authority without cause and such termination shall not entitle the employee to an appeal of the termination or other due process hearing.

Upon successful completion of the probationary period in a position, an employee shall become a regular employee in that position.

The probationary period may be extended in writing prior to the completion of the required initial probationary period at the discretion of the Executive Director for an additional period of six (6) months (520 hours) of active paid service beyond the required initial probationary period. The employee will either be made regular at the end of the twelve (12) months and passed to the point within their salary range or be discharged. There will be no appeal from a discharge of a probationary employee.

Probationary employees are ineligible for participation in the Authority's flexible work schedule plan.

- C. **Part-Time:** An employee may be appointed to a part-time position at the discretion of the Executive Director. Part time employees shall be considered separately and their compensation set in accordance with ability, time, and effort involved as determined by the Executive Director. Part time employees shall have all the rights and privileges of a regular employee except they shall not receive annual leave, sick leave, retirement benefits, health insurance coverage, holiday pay or any of the other benefits provided by the Authority except as required for part time employment by Federal or State law.
- D. **Temporary:** A temporary employee is one who is appointed for a special or temporary purpose on an hourly, per diem, or monthly basis which is expected to last less than 1,000



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hours of paid services in a twelve (12) month period. Rates of pay shall be established by the Executive Director for all temporary help. Temporary help shall have all the rights and privileges of a regular employee, except they shall not receive annual leave, vacation pay, sick leave, except as otherwise required by law, retirement benefits, health insurance coverage, holiday pay, or other benefits provided by the Authority, except as required for temporary employment by Federal, State, or local law.

The services of temporary employees may be terminated by the Authority without cause and such termination shall not entitle the employee to an appeal of the termination or other due process hearing.

- E. **Seasonal:** A seasonal employee is one who is appointed on a seasonal basis. Seasonal employees shall have all the rights and privileges of a regular employee, except they shall not receive annual leave, vacation pay, sick leave, except as otherwise required by law, retirement benefits, health insurance coverage, holiday pay, or other benefits provided by the Authority, except as required for seasonal employment by Federal, State, or local law.

The services of seasonal employees may be terminated by the Authority without cause and such termination shall not entitle the employee to an appeal of the termination or other due process hearing.

- F. **Long-Term Temporary:** A long-term employee is one who is appointed for a special or temporary purpose which is expected to last 1,040 service hours or less than 2,080 service hours; or a temporary employee who has completed 1,000 paid service hours of continuous employment with the Authority.

Commencing with the first day of employment in a long-term temporary position, the employee shall be entitled to begin accumulating credit for sick leave, holidays and vacation, receive health insurance coverage, and participate in the retirement plan. Earned vacation time shall not be granted before a six-month period of employment is completed. Long-term temporary employees shall not receive life insurance, long-or short term disability, accidental death and dismemberment insurance, or other benefits provided by the Authority.

The services of long-term temporary employees may be terminated by the Authority without cause and such termination shall not entitle the employee to an appeal of the termination or other due process hearing.

### SECTION 4. PERSONNEL FILES AND EMPLOYEE EVALUATIONS

- A. **Personnel Files and Records:** Such records shall be kept by the Director of Human Resources as necessary for transactions and reference and for making reports showing administrative

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actions, including name and address of each employee, employment history of each employee (which shall reflect positions held), employment status, classification, rate of pay and benefits.

It is each employee's responsibility to make sure that the personal data in their file is accurate and up to date. Employees shall report any change of address, phone number, etc. to the Authority immediately.

Any personnel action affecting the position or status of any employee shall be recorded on a personnel form adopted for the Authority's use and a copy shall be given to the employee for his or her personal records.

The official personnel file of each employee shall be maintained at the Administrative office of the Authority. Copies of all material placed in an employee's official file shall be given to such employee five (5) days prior to placement in the file, except for material obtained as part of the recruitment and selection process. The employee may submit a written response during such five (5) day period which response shall be attached to said material and filed in the employee's official personnel file.

Access to the employee's official personnel file is restricted. Only the Executive Director and persons authorized by the Executive Director shall have access to an employee's personnel file. However, the Authority will cooperate with, and provide access to an employee's personnel file, to law enforcement officials or local, state, or federal agencies in accordance with applicable law.

Employees' health or medical records are not included in an employee's personnel file. These records are confidential. The Authority will safeguard them from disclosure and will divulge such information only: 1) as allowed or required by law; 2) to an employee's personal physician upon written request or permission of the employee; or 3) as required for workers' compensation cases.

An employee has the right to inspect and receive a copy of personnel records maintained by the Authority which relate either to an employee's performance or to any grievance concerning the employee. The employee is also entitled to a copy of any document he or she signed which concerns their obtaining or holding employment.

These records are to be made available for inspection at reasonable intervals and times but no later than 30 calendar days from the Authority's receipt of a written request from the employee. This time period can be extended by five days upon mutual written agreement.

Copies of records must also be provided to the employee within thirty days after receipt of a written request from the employee. This period can also be extended by five days upon

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mutual written agreement. The Authority may charge a fee for copying the records which shall not exceed the actual cost of reproduction.

To either inspect or request copies of the records, the employee must submit a written request to the employer. The Authority must have a request form available for the employee's use and provide it to the employee upon either a written or verbal request.

The inspection and/or delivery of copies of the records shall occur at the location where the employee reports to work or at any other mutually agreeable location.

The right to inspect and/or copy is available both to the employee and to his or her representative. A representative is any person authorized in writing by the employee to inspect or to receive copies of the personnel records.

Prior to making the records available for inspection and/or copying, the Authority may redact the name of any non-supervisory employee contained therein.

The Authority is not required to provide the following:

1. Records relating to the investigation of a possible criminal offense.
2. Letters of reference
3. Ratings, reports or records that a) were obtained prior to the employee's employment, b) prepared by identifiable examination committee members, or c) obtained in connection with a promotional examination.

Additional conditions apply to a former employee's inspection requests.

**B. Social Security Number Protection:** The Authority has established the following procedures to protect the privacy and security of social security numbers (SSNs) provided to it. This policy applies to SSNs received for any employment-related purpose, including, but not limited to, the evaluation of job applicants; payroll, benefits, and human resources administration; and employment-related investigations.

1. Access to, and Use of, information or Documents That Contain SSNs

Only authorized employees may access information and documents containing SSNs. Employees authorized to access such information or documents generally will be limited to Department Directors, the Human Resources Department, the Payroll Department, and the Executive Director. Authorized employees may access information or documents

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containing SSNs only on a need –to-know basis and may use such information and documents only for the purpose for which access is permitted.

### 2. Disclosures of Information or Documents That Contain SSNs

When information or documents containing SSNs need to be disclosed within the Authority to any person who is not authorized to access SSNs, the SSN should be redacted before the disclosure is made. We will disclose documents containing SSNs outside the Authority only as permitted or required by law or court order. Except when a SSN is disclosed in accordance with a contract that requires the recipient to provide adequate safeguards, SSNs may not be disclosed to a third-party without the prior approval of the Executive Director or the Director of Human Resources. All requests for the disclosure of information or documents containing SSNs (other than request made by a party to a contract providing adequate safeguards) must be forwarded promptly to the Executive Director or to the Director of Human Resources. Information or documents containing SSNs transmitted to a third party in electronic format should be encrypted or redacted before transmission whenever possible.

### 3. Proper Disposal of Documents That Contain SSNS

Paper documents containing SSNs will be shredded before being discarded. SSNs stored on an electronic medium, such as hard drives, laptops, and compact disks, will be rendered irretrievable before being discarded or re-issued to an employee who is not authorized to access SSNs.

### 4. Penalties for Violation of this Policy

Any employee who becomes aware of, or suspects, a violation of this policy should inform the Executive Director or the Director of Human Resources immediately, so that the Authority may conduct an investigation where appropriate. Violation of this policy will result in disciplinary action up to and including termination of employment.

### C. **Employee Evaluations:** The primary purpose of written employee evaluation shall be to inform employees about how well they are performing their work and how they can improve their work performance.

Each employee's Department Head, after consultation with the employee's immediate supervisor, shall be responsible for evaluating the employee's performance. No evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. No less than a "satisfactory" overall evaluation shall occur without prior counseling or notation to the employee concerning areas that need

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improvement. Any less than satisfactory overall evaluation shall have documentation or explanation and shall include specific recommendations for improvement and provisions for assisting the employee the employee in implementing any recommendations made. Employees shall have the right to review and respond in writing within 5 business days of their receipt of their evaluation.

**D. Schedule for Employee Evaluations:** Employee may be evaluated at any time, and shall be evaluated at least at those intervals indicated below.

1. Probationary Employees shall have their performances evaluated prior to the end of three (3) months from the date of their employment. The final probationary evaluation shall be performed by the Department Head prior to the end of the established probationary period.
2. Regular employees shall be evaluated at least annually.

Upon promotion or promotional reclassification, an employee shall serve a new probationary period in that classification and shall be evaluated within three (3) months and again at the end of six (6) months of the promotion or reclassification, and annually thereafter.

Merit salary increases may be given to employees until the top of their salary range is reached, as provided in Section \_\_\_\_\_. An evaluation of less than satisfactory may result in a merit increase being denied.

3. All other employees shall be evaluated on a schedule established by the Executive Director, but no less frequently than once every twelve (12) calendar months whenever feasible unless individual circumstances warrant otherwise.
4. ~~Upon request, employees who are terminating their services with the Authority shall be evaluated within one (1) week prior to the time of severance, when feasible, as determined by the Executive Director.~~
5. Additional performance evaluations for any employee may be undertaken by the Department Head or Executive Director for sound and justifiable reasons at any time deemed necessary to assist the employee in the effective performance of required duties. Employees who are not maintaining adequate performance standards shall be notified and placed on special evaluation. Such evaluations may not exceed one (1) per month nor continue longer than six (6) months.

Employees who are unsuccessful in attaining an overall performance rating of satisfaction or better during this continuous six-month special performance rating period shall be

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subject to discipline up to and including dismissal, subject to the appeal rights defined in Section 15.

- E. **Disposition of Copies of Performance Evaluations:** Two (2) official copies of an employee evaluation shall be made. Whenever an employee is evaluated, the Department Head shall discuss the evaluation with the employee and both parties shall sign it at that time. The employee shall retain one (1) copy, and the second copy shall be included in the employee's official personnel file.
- F. **Reviews:** An employee who has reason to question any aspect of his or her performance rating may request a consultation with the person making the evaluation review. Should either the evaluator or the employee request, the Executive Director shall review the rating(s) on a performance evaluation. The determination of the Executive Director shall be final and not subject to appeal. The employee may alternatively or additionally attach a written response to his or her evaluation disputing any rating contained therein.

### SECTION 5. HOURS OF WORK AND OVERTIME

#### A. Hours of Work and Schedules:

1. **Work Week.** The normal work week shall be forty (40) hours and consist of five (5) consecutive working days between 12:00 midnight Saturday and 12:00 midnight the following Saturday. The normal weekly work schedules shall be Monday through Friday.
2. **Work Day.** The normal work day shall be eight (8) hours within a twenty-four (24) hour period. Normal daily working schedules shall be either from 8:00 a.m. to 5:00 p.m. or 8:30 a.m. to 5:30 p.m. with one (1) unpaid hour for lunch.
3. **Alternative Work Schedules:** Other alternate work schedules (AWS) may be assigned to meet the needs of the Authority. Alternate work schedules may vary in the number of hours per day and in the start and end of the work week, but shall be no more than forty (40) hours per work week. The employee shall be given reasonable advance notice of any change in his or her work schedule unless said change has been deemed an emergency by the Authority or its Executive Director.
4. **Flexible Work Week Schedule:** The Authority has established a flexible work schedule plan ("flex plan"). A copy of the plan is available to employees at the Human Resources Department. The flex plan is subject to the following conditions:
  - A. The flexible hour time frame is from to 8:00 a.m. to 6:00 p.m, only;

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B. The flexible hour weekly work schedule shall be an 8½ hour day/75.5 hour bi-weekly schedule and a 9-hour day/80 hour bi-weekly schedule for employees depending upon job classification. This schedule would provide eligible participants with every other Friday off;

C. There will be an increase in the available public hours of the Authority and no loss in productivity as a result of implementing flexible hours;

D. The flexible hour work week is limited to those positions where the Executive Director has determined there will be adequate coverage and no loss in productivity.

E. The Executive Director has the sole and absolute discretion to discontinue any flexible hour work schedule at any time he/she deems necessary,

F. All non-exempt staff participating in a flexible hour work schedule shall utilize a time clock or computer sign in/out program to track their work hours.

G. Only regular full-time employees who have not previously been docked in pay more than once in the preceding six (6) months, as a result of an unapproved leave of absence, shall be permitted to participate in the flexible hour work schedule. Employees who become ineligible to participate in the flexible hour work schedule will may be permitted to resume participation if they are not again docked in pay, as a result of an unapproved leave of absence, for six (6) consecutive months.

5. Lunch Periods. During a shift of eight (8) hours employees shall be entitled to one uninterrupted unpaid lunch period of no more than one (1) hour or less than one half (1/2) hour. The time for such lunch periods shall be scheduled for full-time employees at approximately the midpoint of each work shift.

An employee directed to work during his or her normal lunch period shall receive an equivalent time off at a time mutually agreeable to the employee and the Authority within the forty (40) hour work week.

6. Rest Periods. Each employee shall be at the rate of fifteen (15) minutes during each period of four (4) hours or more. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee. Rest periods shall not be accumulated or taken at the beginning or end of a work period, or combined with the lunch period. The Executive Director may assign such staggered rest periods as may be needed to serve the public.

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### B. Overtime.

1. Definition. Overtime is any authorized time worked in excess of forty (40) hours per week, in a seven (7) consecutive day (i.e. 168 hours) work period for non-exempt employees. Designated employees paid on a salary basis are exempt from overtime.
2. Authorization. Overtime shall be worked only when requested by a Department Head. Employees cannot work overtime without the advance approval of the Executive Director or his/her designee. Working overtime without prior authorization may result in disciplinary action.
3. Computation.
  - a. Time Worked. Paid time off from work for any purpose other than holidays, as described in 3.b., shall not count as time worked for purposes of overtime, including but not limited to: sick leave; vacation; jury duty; any balance of compensatory time; and mandatory leave with pay.
  - b. Holidays.
    - i. When a holiday falls on an employee's regular work day, the hours of holiday leave shall be counted as time worked for purposes of computing overtime whether the holiday is worked or not, and hours worked on a holiday shall be counted as time worked for purposes of computing overtime.
    - ii. Holidays which occur on a day other than the employee's regularly scheduled work day shall not be counted as time worked for purposes of computing overtime. (For example, if Monday is not an employee's regular day of work and Monday is a holiday, the employee would get paid for the holiday, but the hours would not be considered "time worked" for purposes of computing overtime.)
4. Rate: Eligible employees shall receive payment for overtime worked in the amount of one and one-half (1 ½) times their hourly rate, except as provided immediately below.

Upon approval of the Executive Director, or designee, employees may receive compensatory time for overtime worked in lieu of overtime pay. Compensatory time shall be compensated at the rate of one and one-half (1 ½) hours of compensatory time shall be compensated in cash whenever and to the extent that overtime would result in a compensatory time balance to the credit of an employee in excess of 40.5 hours. (40.5 hours of compensatory time represents 27 hours of overtime work.)



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5. **Compensatory Time Implementation.** If an employee makes a request in writing to the Executive Director or designee to use compensatory time from the employee's balance, and gives reasonable advance notice so that coverage can be arranged and said time off request does not unduly disrupt the operation of the Authority, the request will be granted.

The Authority will not require employees to take compensatory time off for the purpose of avoiding overtime pay.

### C. **Call-Back Duty.**

1. **Defined.** Employees who are ordered to return to their work site or another specified work site by the Executive Director or the Department Head following the termination of their normal work shift on a given work shift on a given work day shall be considered to be on call-back.

Responses to phone calls or performing work at home shall not be considered call-back duty.

Travel time to and from the work site shall not be considered time worked.

2. **Compensation.** Employees who are called back shall be compensated for the actual time worked at one and one-half (1 ½) times their regular hourly rate, provided that a minimum of two (2) hours of overtime compensation shall be paid for all periods of work less than two (2) hours.

- D. **Job Sharing.** With the approval of the Executive Director, upon request, two (2) or more employees may share one (1) or more full-time positions; provided however that each such part-time job shall be at least a half-time position, and such job sharing shall not result in an increase in salary or benefit costs to the Authority. All such arrangements shall be made in the best interest of the Authority, shall be at the sole discretion of the Executive Director, and may be terminated by the Executive Director.

Each employee electing to share a full-time position pursuant to this Section may receive Authority contributions for health and welfare benefits on a pro-rated basis.

- E. **Alternative Work Schedules.** Employee may request alternative schedules. Written requests shall be submitted to the Executive Director and shall state reasons for the schedule. The requests shall be considered and may be granted so long as work flow is not interrupted and public needs are met, as determined by the Executive Director. The Executive Director or designee shall respond to requests in writing within fourteen (14) calendar days. A request that is not approved by the Executive Director in that time shall be denied. All such

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arrangements shall be made and continue as long as mutually agreed to by the employee(s) and the Executive Director. An alternate work schedule shall commence no earlier than 7:00 am and no later than 5:30 pm. Approval for creation and continuation of alternate work schedules lies wholly within the sole and complete discretion of the Executive Director.

- F. **Lactation Accommodation.** The Authority provides a supportive environment to enable breastfeeding mothers to express their breast milk during work hours. The Authority will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child. The break time, if possible, must run concurrently with rest and meal periods already provided to the employee. If the break time cannot run concurrently with rest and meal periods already provided to the employee, the break time will be unpaid. Where unpaid breaks or additional time are required, the employee will work with her supervisor regarding scheduling.

The Authority will make reasonable efforts to provide employees with the use of a room or private location near the employee's work location, other than a toilet stall, for the employee to express milk. This location may be the employee's private office, if applicable. Employees should discuss with their supervisor, or any other member of management, or Human Resources representative the location to express their breast milk and for storage of expressed milk and to make any other arrangements under this policy.

### SECTION 6. PAY, CLASSIFICATION, ASSIGNMENT, AND EMPLOYEE STATUS

- A. **Pay Periods:** Employees are paid ~~on the fifth (5th) and twentieth (20th) of each month every other Friday on a biweekly bases . The pay periods shall end on the fifteen (15th) and last day of the month.~~ If the pay day falls on a holiday, employees will be paid on the immediately preceding regularly scheduled workday. Deadlines for submission of time sheets shall be determined by the Finance Department consistent with efficient operations. Employees who fail to submit completed and accurate time sheets by the determined deadline shall be subject to disciplinary action up to and including dismissal.

If an error is made to an employee's paycheck, it shall be called to the Authority's attention. The Authority will promptly make any corrections necessary. Employees shall review each paycheck and pay stub when they receive it to make sure their pay is correct. If they believe an error has occurred or if they have any questions about their paycheck or pay stub, they should promptly report the matter to the Human Resources Director.

- B. **Classification:** Classification is defined as a group of positions sufficiently similar as to duties performed, degree of supervision exercised or received, minimum requirements and such other qualifications that the same title, same test of fitness and the same schedule of compensation may be applied to each position in the group.

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1. Positions with similar responsibilities and duty requirements shall be grouped into the same class, with a designated salary range as approved by the Authority's Board of Commissioners. Common standards of selection, assignment and salary are applied to the positions within the same class.
2. Written job descriptions for each position shall be developed and approved by the Authority's Board of Commissioners. Such specifications shall be based upon the study of the duties and responsibilities of all positions in the Authority's service and on conferences with the department heads and the employee's concerned or their duly accredited representatives. Each class specification shall set forth the title of the class, a definition of the duties of the class, typical tasks and a statement of the qualifications necessary for efficient performance of the work, and such other pertinent information as may be considered appropriate. A manual of job descriptions will be available to employees and the public at the Authority Human Relations department.
3. Job assignments to specific positions in a class shall be made at the discretion of the Authority's Executive Director. Employees may be given any job assignments and tasks that are deemed by the Executive Director to be appropriate to their position and employees have no expectation that they are entitled to a particular assignment.
4. Duties of employees shall include those outlined in the job classification and those which reasonably related to the job description or classification, as determined by the Executive Director or the Department Head.
5. New classifications shall be created, abolished, or combined by the Authority as the needs of the Authority change. If the Executive Director proposes a new class or feels that a significant change has occurred in the duties and responsibilities of an existing position and a new class is necessary, such facts and proposed classification shall be presented to the Board of Commissioners for their consideration. The Board at any regular meeting, may create new classes, divide, combine, alter or abolish existing classes or allocate new positions to appropriate classes or reallocate existing positions to other classes. Such allocations shall be based upon the principal that all positions shall be included in the same class if they are a) sufficiently similar in respect to duties and responsibilities that the same descriptive title may be used, b) substantially the same requirement as to experience, knowledge, and ability are demanded of incumbents, c) substantially the same tests of fitness may be used in choosing qualified appointees, and d) the same salary range may be made to apply with equity.
6. As part of the employee's annual performance evaluation, or at the request of an employee, the Department Head shall review the employee's assignment to ensure that the

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employee's assigned duties are consistent with his or her classification.

### C. Compensation:

1. **Salary Schedule.** All regular and temporary employees shall receive the compensation provided in the personnel and salary schedule for the classification of the position in which they are employed. The Salary Step/Range Chart shall be available for review through the Human Resources Department.
2. **New Employees.** Except as otherwise provided, new employees shall be appointed at the beginning point of the salary range in effect for the particular class of position in which the appointment is made. The Executive Director, however, may provide that a particular position be filled at any point within the range with due consideration given to experience and ability.
3. **Salary on Re-employment.** Employees re-employed in a class or position from which they were separated in good standing may, upon approval of the Executive Director, be appointed to the same step of the salary range for the particular class of position as the step which they occupied at the effective date of their resignation.
4. **Salary Increases.** An employee shall be paid their initial salary at the time of employment for a minimum of six months. Upon completion of six months of satisfactory service, employees are eligible for a salary increase in an amount up to five percent (5%). On each anniversary date of employment thereafter, employees are eligible for a merit salary increase in an amount up to five percent (5%) until they have reached the top of their salary range and shall require the approval of the Executive Director upon recommendation of the employee's immediate supervisor. Standards of performance shall become progressively higher as the employee advances through the salary range. In case of inferior work, lack of application, or indifference, increase in salary may be withheld. The withholding of an increase in salary is not a demotion and there shall be no right of appeal. Salary increases for all employees shall not be considered automatic but shall be based upon merit as documented by satisfactory work performance evaluations.
5. **Anniversary Date Defined.** The initial anniversary date of an employee is that date upon which an employee begins paid service in his/her initial probationary position.
6. **The Board of Commissioners shall assign an appropriate salary range to each position and shall have complete discretion in establishing wage rates, and the Board's decision shall be final.**
7. **Educational Incentive Plan.** Employees will be entitled to an additional one and one half

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percent (1½%) base salary increase on the first day of the month following the satisfactory completion of approved training units. A training unit consists of the satisfactory completion by an employee on his/her own time of either the equivalent of any approved, job-related, three (3) units semester course in any accredited community college, college, university, or business school or the verified completion of thirty-two (32) hours of an accredited training course, community service class, or seminar that is job-related.

a. The term "approved training plan" shall mean a training plan developed by and between each employee and his or her immediate supervisor which has been approved by the Executive Director and which identifies each employee's job-related training program. The development of an approved training plan may be initiated by each employee's immediate supervisor or by each employee upon written request to his or her immediate supervisor with a copy to the Executive Director.

b. "Satisfactory completion of a training unit" shall mean a grade of "C" or better or obtaining a course "certificate" verifying completion.

c. An employee satisfactorily completing a training unit as defined above shall be entitled to an additional one and one-half percent (1½%) base salary increase on the first day of the month following satisfactory completion of a training unit, subject to the condition that no employee shall be paid more than three percent (3%) base salary increase pursuant to the educational and training incentive pay plan in any one fiscal year. Any such salary increase shall be effective retroactively to the first day of the month following actual completion of an approved training unit or sequence of units providing and on the condition that the employee provides his or her supervisor with verification of satisfactory completion no later than sixty (60) days following the actual completion of an approved training unit or sequence of units. In the event verification of satisfactory completion is not received by the employee's supervisor within this sixty (60) day period of time, then the effective date of any such salary increase shall be deferred until the first day of the month following receipt of verification.

d. No employee shall be entitled to more than a total of three percent (3%) base salary increase attributable to educational incentive pay in his or her current job classification inclusive of all educational and training incentive pay earned.

e. Employees shall have the option of receiving reimbursement for books and tuition upon successful completion of course work, or receiving one-half (½) of that amount at the commencement of course work and the remainder upon successful completion of the course work. If employees choose the latter option, they shall reimburse the Authority for all funds advanced by the Authority within thirty (30) days of withdrawal or unsuccessful completion. The Authority's obligation for reimbursement for books and tuition shall be

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limited to a maximum sum of One Thousand Dollars (\$1,000.00) per employee in any calendar year.

f. The educational and training incentive plan for employees is a salary incentive plan. Employees will be encouraged, but not required, to participate. Failure to participate in this plan will not be reflected on any employee's performance evaluation and will not, by itself, be grounds to deny eligibility for a merit salary increase.

**D. Probationary Conditions:** No Authority employee shall attain regular status in any position without first having successfully completed the required probationary period. Authority employees shall serve in probationary status under the following conditions.

1. New hires and rehires to regular positions shall serve an initial probationary period of six months from the date of appointment by the Executive Director.
2. Employees reassigned to a different position through promotion, demotion, reclassification or transfer shall serve in probationary status for a period of six (6) months from appointment in the new position.
3. Performance evaluations shall be conducted during the probationary period as provided in Section 4.

**E. Promotion:** Vacated or newly established positions shall be filled to the fullest extent, consistent with efficient operations, by the promotion of qualified employees. Promotion of individuals shall be based on consideration of the following factors: qualification, the quality of service previously rendered (including but not limited to quality of work, absenteeism and tardiness record, compliance with work rules), seniority, and the recommendation of the Department Head.

All current staff shall be notified of such position opening in the manner mentioned above in Section 2. Any employee may request a promotion to any vacant position prior to its being publicly advertised. Any promotion may require that the qualifications of the employee being considered be determined by criteria appropriate to the position, as determined by the Executive Director.

1. Regular Employees. Upon promotion to a position of higher classification a regular employee shall serve in a probationary status. During the probationary period, if the employee is released or seeks reinstatement to the previous position for reasons other than misconduct, he or she shall be entitled to reinstatement in the formerly held classification, if available; or in the alternative a lower class, if available, for which the employee qualifies and chooses to accept.

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2. Probationary Employees. Upon reassignment to a position of higher classification (promotion), a probationary employee shall begin to serve a new probationary period. If a probationary employee is released from the new position, reinstatement to a lateral or lower classification may be considered; however, the decision to so reinstate is a matter in the sole discretion of the Executive Director.
3. Promotions of individuals to vacant positions on a temporary acting basis may be made at the discretion of the Executive Director during the period of recruitment for said position, as indicated in Section 2.

F. **Demotion:** The demotion of an employee shall be limited to the following three conditions: when the Authority deems it necessary (1) in order to provide the best possible services for the Authority's program; (2) to assist the employee to make appropriate adjustments in the responsibility level or performance of his/her duties; or (3) due to re-organizational priorities brought about by a change in the nature of services provided, lack of work or lack of funds.

1. Downward adjustments of any position or class of positions shall be considered demotions and shall take place only as a result of the conditions set forth herein. Such action may be considered non-disciplinary or disciplinary, provided, however, that disciplinary demotions of regular employees shall be for cause only and shall comply with the disciplinary procedures set forth in Section 15. A disciplinary demotion shall be supported by a less than satisfactory performance evaluation or other documentary evidence of cause for discipline. In both instances the Authority shall retain its right to "Y-Rate" classified employees into existing or proposed positions providing it does not displace another more senior regular classified employee.
2. Non-disciplinary demotions caused by re-organizational priorities, as determined by the Executive Director, may result in the reassignment of an employee to a class having a lower salary range. The Authority shall retain the right to "Y-Rate". In addition, the affected employee shall be given preferential consideration for openings in his or her classification.
3. A reassignment to a regular position at a lower salary range due to non-disciplinary administrative demotion or voluntary demotion shall entitle the employee to a salary step in the lower range which corresponds in dollar amount to that which was held in the higher range, provided that in no case shall the new pay level exceed the maximum salary for the lower classification.
4. "Y-Rating" adjustments are defined as follows: When an employee is reassigned to a lower classification having maximum rates which are less than the dollar amounts at the

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previous classification, the employee's salary shall remain at the previous level (Y-Rate) until such time as future salary increases bring the salary range of the employee's new class up to a point where the Y-Rate falls within such range. At that point, the employee is no longer Y-Rated, and assumes the salary step in the new class.

- G. Working Out of Classification:** "Working out of classification" shall mean an assignment of duties authorized in writing by the Executive Director on a temporary basis, where all or a significant portion of the duties performed are at a higher classification than the classification of the employee assigned the new duties. All "out of classification" assignments are temporary and shall not be made to fill regular position vacancies except during that period required to complete the recruitment/selection process, or for vacation and leave relief.
1. An employee, other than a management employee, shall perform such duties at his/her current rate of pay for a period of not more than ten (10) consecutive working days (80) hours during sick leave and vacation relief. An employee performing such duties for more than 10 consecutive working days shall have his/her salary adjusted upward for the period the assignment is in effect, beginning with the eleventh (11th) consecutive working day (81 hours) of such work. Exception: if the employee was notified prior to the assignment that the period would extend for more than twenty (20) consecutive working days (160 hours), the employee shall have his/her salary adjusted upward for the entire period the assignment is in effect, beginning immediately.
  2. Compensation for an employee required to work out of classification will be at the first step of the higher range or at a step within that range which will provide at least a five percent (5%) increase over his/her regular salary, whichever is greater.
  3. Working out of classification is contingent upon the needs of the Authority. All such assignments shall be subject to the prior written approval of the Executive Director.
  4. Nothing in this section shall prohibit any in-service training or professional development programs, properly identified as such, from establishing training stations or positions that are specifically designed to assist the upward movement of employees, providing that no employee shall be required to participate in such a program without his/her express consent.
  5. If an out of classification assignment has not been approved by the Executive Director in writing, no employee may expect or claim entitlement to out of classification pay.

## SECTION 7: EMPLOYMENT RELATED BENEFITS

- A. Pension Plan.** All regular permanent employees shall be covered by the Public State



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Employee's Retirement System (PERS). It is compulsory that such employees become members of PERS upon employment and authorize the Authority to deduct designated contributions for same.

- B. **Life Insurance:** The Authority shall provide group life insurance coverage. Life insurance shall be limited to regular employees or those who have re-entered probationary status as a result of promotions. See plan documents for details.
- C. **Health Insurance:** The Authority shall provide to regular employees group medical, dental, and vision insurance coverage and their eligible enrolled dependents. Premium costs shall be shared between the Authority and the employee.
- D. **Unemployment Insurance:** The Authority shall provide, at no cost to the employee, unemployment insurance coverage. The cost and benefits shall be as mandated by the State of California.
- E. **State Disability Insurance:** Disability insurance coverage shall be provided through the Authority, with premium costs paid by the employee. The cost of coverage and benefits shall be as mandated by the State of California.
- F. **Worker's Compensation Insurance:** The Authority shall provide, at no cost to the employee, State of California mandated Workers' Compensation coverage. The level of benefits will be in accordance with the Workers' Compensation laws of the State of California.

## SECTION 8: HOLIDAYS

The following are established as holidays for all employees except those employed on a temporary or part time basis:

January 1, New Year's Day

Martin Luther King's Birthday – 3rd Monday in January

Washington's Birthday – 3rd Monday in February

Memorial Day – Last Monday in May

Independence Day – July 4th

Labor Day – 1st Monday in September

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Veteran's Day – November 11

Thanksgiving Day – 4th Thursday in November

Day after Thanksgiving

Christmas Eve – December 24th

Christmas Day – December 25th

~~Two-Three~~ Floating Holidays

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All other days of mourning or holiday as may be proclaimed by the Governor of the State of California or the President of the United States

If a holiday falls on a Sunday, the following Monday shall be observed. When a holiday falls on a Saturday, the preceding Friday shall be observed.

Employees who are required to work on a holiday shall be compensated at the overtime rate time of one and one half (1½) for each hour worked.

### SECTION 9: VACATION

**A. Initial Vacation Period:** Regular full-time employees shall be entitled to five (5) days of paid vacation leave upon completion of their probationary period of employment.

**B. Vacation Accrual:** Following completion of their probationary period, ~~all~~ regular full time employees shall be entitled to paid vacation leave as follows:

1. Ten days from the first (1<sup>st</sup>) year through the third (3<sup>rd</sup>) year of employment;
2. Sixteen (16) days from the fourth (4<sup>th</sup>) year of employment through the eighth (8<sup>th</sup>) year;
3. Eighteen (18) days from the ninth (9<sup>th</sup>) year of employment through the twelfth (12<sup>th</sup>) year;
4. Twenty one (21) days from the thirteenth (13<sup>th</sup>) year of employment and

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thereafter.

Accrual periods shall not be interrupted by illness, accident, forced lay-off of less than fifteen (15) days or by an approved leave of absence. Vacation days may be split and/or taken at a time desired by the employee with the prior approval of the Executive Director or designee. The employee may only use the amount of vacation leave accrued at the time vacation begins. Vacation payment shall correspond with the number of hours taken in vacation leave.

**C. Limitation On Accrued Vacation:** Subject to the provisions of “D” below, employees may accumulate no more than thirty (30) days vacation time in each calendar year. For employees with more than thirty (30) days of accumulated vacation time on December 31st of any calendar year, no additional vacation leave will be accumulated or earned until all excess accumulated vacation leave is used. The provisions of this subparagraph shall not apply if a vacation leave request was submitted by an employee prior to October 1st of a calendar year and was denied.

**D. Vacation Buy Back:** Employees who have accrued over ~~one hundred eighty (10080)~~ hours of vacation time, may elect to take up to ~~eighty-one hundred (80100)~~ hours of the accrual in equivalent pay which is payable quarterly on the first pay period in March, June, September and December. If at the commencement of any fiscal year, the Authority either projects a budget deficit or suffers an inability to meet mandated reserve requirements in any of its programs, it may unilaterally void this election for that particular fiscal year. In such an event, the affected employee(s) may accumulate one (1) additional week vacation leave for that year only.

**E. Administrative Leave:** In addition to the current vacation leave provisions the following classifications shall receive forty (40) hours of administrative leave on January 1<sup>st</sup> of each year.

- Administrative Office Supervisor/Clerk of the Board
- Director of Asset Management
- Director of Finance
- Director of Housing Choice Voucher Program
- Director of Human Resources
- Eligibility/Leasing Manager
- Property Manager

1. In addition to the current vacation leave provisions, the following classifications shall receive forty (40) hours of administrative leave on January 1<sup>st</sup> of each year which is not subject to cash-out.

- Accounting Supervisor
- Construction Procurement Coordinator
- Housing Choice Voucher Program Supervisor

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- Housing Inspection HMIS Supervisor
- Housing Choice Voucher Program Supervisor
- Site Maintenance Supervisor
- ~~2. Unit Turnover Supervisor~~

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**F. Use of Accrued Sick Leave:** Subject to the availability of accumulated sick leave, all employees who have completed twenty-five (25) years of employment, may use up to five (5) days of sick leave as vacation leave.

**G. Payment of Accrued Vacation Upon Separation:** Upon termination of employment, employees shall receive 100% of all unused vacation leave as salary.

**SECTION 10: SICK LEAVE**

**A. Accrual of Sick Leave:** Sick leave shall accrue at the rate of one work day for each month of service (twelve (12) days per year). Eligibility for use of sick leave shall commence upon completion of an employee's probationary period (three (3) months of continuous service).

**B. No Limitation on Accrual:** There is no limit on the amount of sick leave which employees may accumulate.

**C. Purpose of Sick Leave:** Employees are allowed to use sick leave in the case of their own illness or in the event of illness in the employee's immediate family. The term "immediate family" shall mean mother, father, husband, wife, registered domestic partner, son, daughter, step-son, step-daughter, foster-son, foster-daughter, sister, brother, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, and sister-in-law. Leaves for family illness shall normally be limited to three working days per calendar year, but may be extended for reasons held to be sufficient by the Executive Director. The Authority may require a physician's certificate or other evidence, either as a condition of continuing an employee on sick leave status, or as a requirement of returning to work. The Authority retains the sole discretion to determine by reasonable means the validity of any sick leave used by an employee at any time.

**D. Doctor and Dental Appointments:** Accumulated sick leave may be used by employees for their own doctor and dental appointments or to take members of the employee's immediate family to a doctor or dentist.

**E. Notification Requirements for Sick Leave:** When employees need to take sick leave the following notification procedures apply:

1. Employees who are unable to report for work due to illness shall notify

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their immediate supervisor at least forty-five (45) minutes before the time scheduled for them to report. In the event the immediate supervisor is not available, the employee shall leave a message with the person designated by the supervisor for sick leave notification purposes.

2. Notification in all cases shall be given daily unless either of the following exceptions apply:
  - a. An emergency exists in which notice is not possible to give. In such a case, the notice shall be given as soon as possible;
  - b. The employee has either provided a note from his or her physician indicating the anticipated duration of sick leave absence or sick time has been approved in writing by the employee's immediate supervisor prior to the employee's absence from work.

**F. Paid Sick Leave Law:** Effective July 1, 2015, California's Paid Sick Leave law requires the Housing Authority of the County of Stanislaus to provide paid sick leave to employees under the following conditions:

- An employee begins to accrue paid sick leave at the rate of one (1) hour of paid sick leave for every thirty (30) hours worked beginning on the first day of employment. An employee is not eligible to begin using any accrued paid sick leave until after 90 days of employment with the Agency.
  - An employee is only allowed to use up to a maximum of 3 days or 24 hours of paid sick leave in a 12-month period.
  - An employee can only accrue paid sick leave up to a cap of 6 days or 48 hours ongoing. Any unused accrued paid sick leave does carryover year to year while continuously employed.
1. For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.
  2. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:
    - a. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stand in loco parentis.)
    - b. Spouse or Registered Domestic Partner

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- c. Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child)
  - d. Grandparent.
  - e. Grandchild.
  - f. Sibling.
3. To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:
- a. A temporary restraining order or restraining order.
  - b. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
  - c. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
  - d. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
  - e. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
  - f. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.
- An employee shall provide reasonable advance notification of their need to use accrued paid sick leave to their supervisor if the need for paid sick leave use is foreseeable (e.g., doctor's appointment scheduled in advance). If the need for paid sick leave use is unforeseeable, the employee shall provide notice of the need for the leave to their supervisor as soon as is practicable.
  - An employee who uses paid sick leave must do so with a minimum increment of two hours of sick leave.

Paid sick leave will not be considered hours worked for purposes of overtime calculation. An employee will not receive compensation for unused accrued paid sick leave upon termination, resignation, retirement or other separation from employment from the Agency.

If an employee separates from the Agency employment and is re-hired by the Agency within one year of the date of separation, previously accrued and unused paid sick leave hours shall be reinstated to the extent required by law. However, if a rehired employee had not yet worked the

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requisite 90 days of employment to use paid sick leave at the time of separation, the employee must still satisfy the 90 days of employment requirement collectively over the periods of employment with the Agency before any paid sick leave can be used.

**G. Application of Accrued Vacation Time Upon Exhaustion of Accrued Sick Leave:** An employee's accrued vacation time will be applied to their sick leave when their accrued sick leave time has been exhausted. This use of vacation time will automatically apply unless the employee notifies the Human Resources Department in writing that he/she chooses not to use accrued vacation for such purpose.

**H. Utilization of Sick Leave While on Vacation:** An employee who becomes bedridden or is hospitalized due to illness or injury while on vacation may have such days charged to sick leave. In such case the employee must request use of the sick leave for such purpose and furnish either a certificate issued by a licensed physician or other satisfactory proof that the employee was, in fact bedridden or hospitalized.

**I. Prohibition on Use of Sick Time:** Employees shall not be entitled to sick leave while absent from work due to the following causes:

1. Disability arising from any sickness or injury purposely self-inflicted or caused by their willful misconduct.
2. Sickness or disability sustained while on a leave of absence other than an employee's regular vacation. I.

## SECTION 11: TIME OFF FROM WORK

### **A. Family and Medical Leave (FMLA) and California Family Rights Act (CFRA):**

The Authority will grant family and medical leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted. Although the federal and state laws sometimes have different names, the Authority refers to these types of leaves collectively as "FMLA Leave". No greater or lesser leave will be granted than those set forth in such state or federal laws. In any case, Employees will be eligible for the most generous benefits available under applicable law.

Regular employees who have been employed for at least one (1) continuous year and who have worked at least 1,250 hours in the year preceding the request for leave will be granted a medical or family care leave of absence without pay for a maximum period of twelve (12) weeks. Reasons for which leave may be granted are: the employee's own serious health condition that makes the employee unable to perform the functions of his or her position, for the birth, adoption

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or serious illness of a child, or the placement of a child for foster care; or to care for a parent or spouse/registered domestic partner who has a serious health condition.

Authority employees in “key positions” (i.e., highest paid 10% of Authority employees) may not be returned to their former or equivalent position following a leave if keeping such a position available will cause substantial economic injury to the Authority. This fact-specific determination will be made by the Authority on a case-by-case basis. The Authority will notify such “key employees,” and explain to them their rights, if the Authority contemplates denying reinstatement.

The 12-month period during which the 12 weeks of leave is based on a 12-month period measured forward from the first day of a proposed leave date.

This leave is pursuant to the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). In most situations, except pregnancy, these leaves run concurrently and may overlap with other leave or benefit laws. Further information regarding these leave of absence laws is available from Human Resources.

Requests for leave must be submitted in writing to, and approved by the employee’s supervisor. At least one (1) week prior to returning to work, employees must notify their supervisor and Human Resources of their intent to resume work.

Employees who request leave because of their serious health condition or that of their child, parent or spouse/registered domestic partner, must present a physician’s certificate along with the request for leave. The certificate must set forth the date when the condition commenced, its probable duration, an estimate of the time needed for care and a statement that the condition warrants the leave. Before returning to work after a leave of absence based on an employee’s own medical condition, a written statement from a physician, stating his/her ability to return to their regular duties and any limitations, is required.

The Authority will maintain employees’ group insurance coverage during their leave of absence. However, employees will be required to make payments for their share of the premiums, as well as for dependent coverage, if applicable. Failure to make timely payment for coverage may result in cancellation of that coverage. Employees should consult Human Resources regarding continued coverage.

Vacation and sick leave do not accrue during an FMLA leave of absence. An employee whose leave of absence is to care for a family member, registered domestic partner or the birth or adoption of a child, will be required to use any accrued annual time, and may be requested to use accrued sick leave. If the leave is because of the employee’s own serious health condition, subject to applicable law, he/she must use accrued sick leave, and may be requested to use accrued vacation. Any paid vacation or sick leave used will count towards the maximum twelve (12) weeks per year and will not increase the total number of days of leave allowed.



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Failure to return to work as scheduled at the end of a leave will be considered abandonment of employment and termination shall follow.

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their twelve (12) week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to twenty-six (26) weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation or therapy; or is in outpatient status; or is on the temporary disability retired list.

Employees who request qualifying exigency leave to spend time with a military member on rest and recuperation leave may take up to fifteen (15) calendar days of leave.

**B. Pregnancy Disability Leave (PDL):** If an employee is disabled by pregnancy, childbirth or related medical conditions, or a condition related to these areas, she may take an unpaid pregnancy disability leave (PDL). The PDL covers any period(s) of physician-certified disability of up to four months (17.3 workweeks) per pregnancy. For employees who work part-time or do not work a regular schedule, the PDL covers the amount of time she would typically work in a four-month period. Employees are also eligible to transfer to a less strenuous or hazardous position/duties, if such a transfer is medically advisable and can be reasonably accommodated. At the end of the leave, an employee will be reinstated in the same or a substantially equivalent position unless her position has been eliminated because of a change in business conditions or operations.

The PDL 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/postnatal care severe morning sickness, gestational diabetes, pregnancy-induced hypertension, preeclampsia, post-partum depression, childbirth, loss or end of pregnancy, or recovery from childbirth or loss or end of pregnancy, doctor-ordered bed rest, would all be covered by PDL. Employees will be required to obtain a certification from their health care provider of her pregnancy disability or the medical advisability for a job modification or transfer. Before returning to work after a disability leave of absence, a written statement from her physician, stating her ability to return to their regular duties and any limitations, is required.

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Employees will be required to make monthly payments for their portion of insurance coverage during their leave of absence. Failure to make timely payment for coverage may result in cancellation of that coverage. Employees who wish to take an unpaid disability leave of absence, should consult Human Resources regarding continuous coverage. At their option, employees can use any accrued vacation leave or other accrued time off as part of their PDL before taking the remainder of their leave as an unpaid leave. The Authority may require that they use up any available sick leave during their leave. Employees may also be eligible for State Disability Insurance for the unpaid portion of their leave.

This leave may run concurrently with applicable state medical and/or family leave.

This is intended as a summary of this benefit only. Employees who want more information regarding their eligibility for a leave, the impact of the leave on their seniority and benefits, and the Authority's policy for other disabilities, may contact the Human Resources Department.

### **C. Coordinating Pregnancy Disability Leave and CFRA Leave**

This unpaid California Family Rights Acts (CFRA) leave is separate and distinct from the right to take pregnancy disability leave which is explained in the preceding section of this handbook. For employees who take a leave for the birth of a child, the basic minimum duration of the leave is two (2) weeks. The leave must be concluded within one (1) year of the birth of the child.

There is no requirement that either the employee or the child have a serious health condition to take CFRA leave. The maximum possible combined unpaid leave is four (4) months for pregnancy disability if medically required, which runs concurrently with the FMLA, if an employee qualifies, plus twelve (12) work weeks to care for the newborn child based on the CFRA. CFRA leave may overlap with the Paid Family Leave described below.

Employees who want more information regarding their eligibility for an unpaid CFRA leave, the impact of the leave on their seniority and benefits and coordination with pregnancy disability leave, may contact the Human Resources director.

**C. Paid Family Leave:** The Paid Family Leave (PFL) Law provides workers with a maximum of six (6) weeks of partial pay during any twelve (12) month period, while taking time off from work to bond with a newborn baby, newly adopted or foster child, or to care for a seriously ill parent, parent-in-law, child, sibling, spouse, grandparent, grandchild or registered domestic partner.

Employees are not eligible to use paid family leave benefits for their own illnesses and injuries, but State Disability insurance benefits may be available under those circumstances.

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Most workers will receive approximately 55% of an employee's pre-taxed weekly wages, up to a weekly maximum as specified by law. An employee must use accrued leave time, if any, up to two (2) weeks before being eligible to receive paid family leave benefits. Although it is not required, employees have the option of using their sick time before being eligible for or while receiving paid family leave benefits; however, an employee's election to use such time may reduce the amount or make the employee ineligible for paid family leave benefits.

To receive benefits, an employee must obtain forms from the California Employee Development Department ("EDD"), and file a claim with the EDD. There is a seven (7) day waiting period before benefits are paid. The Authority will make every effort to return an employee to the same or a similar job; however, the Authority cannot guarantee reinstatement. The Authority will not retaliate against any employee who requests or takes Paid Family Leave.

Note that PFL time-off may run concurrently with both CFRA and FMLA leaves depending on the nature of the leave and the employee's eligibility for CFRA and FMLA leaves.

**D. Domestic Violence, Sexual Assault, Stalking or Other Crime:** Employees who are victims of violence, assault, domestic violence, sexual assault, stalking or other crime shall be given time off without pay as necessary to prepare for and attend court proceedings, receive medical treatment, and to obtain necessary service to remedy a crisis caused by domestic violence, sexual assault, or stalking. Time off from work is also extended to employees who are not the victims of a crime but are related to such victims, including a spouse, registered domestic partner, child, stepchild, brother, stepbrother, child of registered domestic partner, sister, stepsister, mother, stepmother, father, or stepfather, spouse's or domestic partner's parent. If this situation arises, the Authority will work with employees to determine whether there are any reasonable accommodations that would enable them to perform their job duties without causing undue hardship to the Authority.

Employees who are victims of domestic violence, sexual assault, stalking, or other serious crime shall be given time off without pay as necessary for seeking medical attention, seeking assistance or services from a domestic violence shelter, program or rape crisis center, obtaining psychological counseling or participant in activities designed to ensure the victim's safety and well-being. Employees who take time off are required to provide their immediate supervisor with reasonable advance notice unless such notice is not feasible. Employees must also provide documentation to their supervisor, such as a police report indicating they were a victim of domestic violence, a restraining order or any other evidence certifying a court appearance or documentation from a medical professional, health care provider, domestic violence advocate, or counselor that they are undergoing treatment for physical or mental injuries or abuse.

Victims of domestic violence, sexual assault, stalking or other crime may use any available vacation leave, personal leave or compensatory time off while on such leave. The total time taken

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typically may not exceed twelve (12) weeks and is not in addition to unpaid time provided under the Family and Medical Leave Act (FMLA).

**E. Visits to Child's School:** Employees will be given unpaid time off if they are a parent or guardian of a student and have been summoned to appear at the student's school under the Education Code. In such an event, employees must provide reasonable notice and documentation of the appearance to their supervisor.

Employees who are parents, guardians or grandparents with custody of a child in a licensed day care facility or in kindergarten through grade 12, may take up to 40 unpaid hours (no more than eight hours per calendar month) for each child during each school year to participate in the child's school activities. Employees must give reasonable notice to their supervisor. Employees may apply accrued paid time off benefits to this leave. If two eligible employees want to take the same leave to attend the same child's activity, the Authority will grant leave to the employee who makes the first request, and may grant leave to the second employee if business circumstances permit it to do so.

**F. Literacy Assistance:** Employees, who desire to participate in an adult literacy education program, should contact Human Resources for assistance with locating and enrolling in a program. The Authority will keep the request confidential and will not retaliate against any employee seeking literacy assistance.

**G. Volunteer Firefighter, Peace Officer, and Rescue Personnel:** Employees who are volunteer firefighters, reserve peace officers or emergency rescue personnel, may take all necessary unpaid time off from employment to perform their emergency duty. They may also take up to 14 days of unpaid leave each calendar year for the purpose of engaging in fire, law enforcement or emergency rescue training. They must provide as much advance notice as possible to their supervisor and also provide documentation of the need for leave.

**H. Civil Air Patrol Leave:** Employees who are members of the California Civil Air Patrol are entitled to time off to serve when called. They will be reinstated to their former position when their service is complete. To request a leave of absence, an employee must submit documentation of service to his/her supervisor.

**I. Organ and Bone Marrow Donation Leave:** Employees who are organ or bone marrow donors may take up to thirty (30) business days of paid leave in in any twelve consecutive months for organ donation, and up to five (5) business days of leave in in any twelve consecutive months for marrow donation. To take the leave, employees must provide a written verification that they are an organ or bone marrow donor and that there is a medical necessity for the donation. Employees are required to exhaust up to five days of accrued sick or vacation leave for bone marrow donation, and up to two (2) weeks of earned and unused sick or vacation leave for organ donation.

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To be eligible for this leave, employees must provide medical certification of their need for a leave and a written release to return to work at the conclusion of the leave. Benefits will continue to accrue and the absence will not be considered a break in service. The Authority will pay its usual share of insurance premiums during the leave.

**J. Jury Duty:** Employee who receive a jury summons, should immediately notify their supervisor. Any employee in court for regularly called jury duty or to appear as a witness in court, other than as a litigant, is entitled to judicial leave and absence with pay. This shall not be construed as annual leave or leave without pay. Before judicial leave is granted the employee must submit a copy of the official summons to their supervisor prior to the beginning date of such duty or service. Upon return from judicial leave, the employee must present proof of service to their supervisor.

The pay of any employee who has received a subpoena as a witness or a summons for jury duty will be continued at the regular rate. Exempt employees will not incur any reduction in pay for a partial week absence due to jury or witness duty. All reimbursements received shall be turned over to the Authority to be credited against regular salary. Payment by the Court to the employee for travel expense at the prevailing rate may be retained by the employee.

The Authority expects employees who are excused from jury duty during their working hours to immediately return to their job.

**K. Witness in Judicial or Other proceeding:** Employees who are subpoenaed to serve as a witness in a criminal or civil proceeding are given the time off as required by law. In addition, crime victims, their immediate families, and their registered domestic partners may take leaves of absence from work to attend judicial proceedings. Employees may use accrued vacation leave time, or compensatory time that is otherwise available, or unpaid leave time.

For non-exempt employees, the time off is without pay. For exempt employees, the time off is with pay as necessary to comply with state and federal wage and hour laws; however, exempt employees who are absent for a full workweek will not be paid for that week.

The employee must provide the employer a copy of the notice of each scheduled proceeding.

**L. Voting:** Any employee who does not have sufficient time outside of working hours to vote in a statewide election may request up to two paid hours off to vote at either the beginning or end of their shift.

Employees must notify their supervisor of the need for voting leave within two working days prior to when they vote. Employees must present a voter's receipt to their supervisor within two working days following their vote.

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**M. Military Leave:** Employees who are required to serve in any branch of the Armed Forces of the United States or are engaged in state military service are given the necessary time off, and shall be carried on the rolls in a military leave status. Upon honorable discharge from such service, employees will be reinstated to existing or equal status within ninety (90) days or before the expiration of any statutory right to re-employment.

Military leave with pay in accordance with federal and state law shall be granted to employees who are reservists of the Armed Forces. Military orders should be presented to Human Resources, and arrangements to leave made as early as possible before a departure. Employees are required to give advance notice of their service obligations to the Authority unless military necessity makes this impossible. Employees must notify Human Resources of their intent to return to employment based on requirements by law.

Employees have the right to elect to continue their existing plan coverage for themselves and their dependents for up to 24 months while in the military. In the event they do not elect to continue coverage during their military service, they shall be entitled to be reinstated in the health plan when they are reemployed.

**N. Family Member Military Leave – Section 395.10:** Employees who are spouses/registered domestic partners of members of the Armed Forces when their spouse/registered domestic partner is home on leave from deployment from an area of “military conflict” may receive a maximum of 10 days unpaid leave. Military conflict is defined as a period of war declared by Congress or deployment authorized by the federal Armed Forces Code.

Note that other military-related leaves are available to eligible employees in connection with the federal Family and Medical Leave Act, as described herein.

**O. Bereavement:** An employee may be granted up to a total of five (5) days bereavement leave by the Executive Director, with no charge against sick leave, in the event of a death in the employee's immediate family. For purposes of this section, the term “immediate family” shall mean mother, father, husband, wife, registered domestic partner, son, daughter, step-son, step-daughter, foster-son, foster-daughter, sister, brother grandparent, grandchildren, father-in-law, mother-on-law, brother-in-law, and sister-in-law, aunt, uncle, niece, and nephew.

In exercising his/her discretion with respect to granting bereavement leave, the Executive Director shall consider the employee's time involved in making funeral arrangements, the distance involved to attend a funeral or memorial service, and the nature of the relationship between the decedent and the employee.

Upon a death in the employee's immediate family, the employee shall make all reasonable efforts to promptly contact the Executive Director to request bereavement leave.

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**P. Leave Without Pay:** Upon written request from an employee and subsequent approval by the Executive Director, a leave of absence without pay or benefits may be granted to any regular full time employee. 1) When the employee has been ordered to duty with the Armed Forces for a period of time exceeding thirty (30) days, 2) Illness or disability, including pregnancy-related disability, not covered by sick leave, 3) Education or training which will materially benefit the Authority, and 4) any other reason which is deemed to be acceptable by the Executive Director.

1. At least thirty (30) days prior to the expiration of an approved leave of absence without pay or benefits, the employee shall notify the Authority of his/her intention to return to work. If the leave of absence without pay was granted for a period of time which does not exceed six (6) months, the employee on leave shall be entitled to return to the position he/she vacated upon his/her return to work. If the leave of absence without pay was granted for a period in excess of six (6) months, the employee on leave shall be given consideration for returning to his/her former position, however, there shall be no guarantee of reassignment to that position or salary.
2. In the event an employee wishes to return to work prior to the expiration of his/her leave of absence without pay, that employee shall give the Authority thirty (30) days prior written notice of his/her intention to return to work.
3. In the event a regular, full-time employee is transferred or promoted on a temporary basis for the duration of a leave of absence, such appointment shall have no effect on the status of the employee so promoted or transferred, and he/she shall be entitled to all rights and benefits that would be provided him/her had he/she not been temporarily promoted or transferred.
4. Employees shall not accrue sick leave or vacation leave while on a leave of absence without pay. Employees granted a leave of absence without pay of less than six (6) months shall retain any sick leave or any vacation leave accrued as of the commencement of the leave of absence without pay.
5. An approved leave of absence without pay which is not in excess of fifteen (15) days shall count as service for the purpose of determining an employee's date of eligibility for increased vacation leave accrued pursuant to Section 8B. The granting of a leave of absence without pay in excess of fifteen (15) days will postpone the employee's date of eligibility for increased vacation accrual in accordance with Section 8B by the amount of time of approved leave of absence without pay in excess of fifteen (15) days.

## EXHIBIT A

6. The employer portion of all insurance premiums regularly paid by the Authority shall continue to be paid by the Authority for a period of sixty (60) days of an employee's approved leave of absence without pay, following the month in which the employee last contributed to the payment of insurance premiums by way of payroll deductions. Said payment shall be subject to the further condition that the employee has exhausted his/her accumulated sick leave and accumulated annual vacation leave.

7. An approved leave of absence without pay shall runconcurrently with any Family Medical Leave Act leave granted by the Authority.

### **SECTION 12: LAYOFFS, REORGANIZATIONS, REDUCTIONS IN SCHEDULED HOURS AND FURLOUGHS**

A. **Reorganizations and Reductions in Employee Staffing.** When required, a reorganization or reduction in employee overhead may be accomplished by layoffs, the mandatory involuntary reduction in hours, voluntary part time schedules or short-term furloughs without pay. The Executive Director will determine the method to be used for reorganizations and to reduce employee overhead.

#### **B. Definitions**

1. **Layoff.** A layoff is the involuntary permanent separation of an employee from the Authority because of lack of work, lack of funds, reorganization of positions or duties, or other reasons determined by the Executive Director to be in the best interest of the Authority.
2. **Furlough.** A furlough is the involuntary temporary separation of an employee from the Authority because of lack of work, lack of funds, or other reasons determined by the Executive Director to be in the best interest of the Authority. A furlough may be implemented to cover several non-continuous periods during the fiscal year. With the exception of the 2-week written notice requirement specified below, the terms of this policy shall not apply to a furlough declared by the Executive Director, which lasts less than four (4) cumulative weeks per fiscal year.
3. **Reduction of Hours.** A reduction of hours is a mandatory or voluntary reduction in the number of scheduled hours for a position during a work week either on a temporary or permanent basis. Depending upon the amount of hours worked by the employee, the employee may have part-time status. With the exception of the 2-week written notice requirement specified below, the terms of this policy shall not apply to the reduction of hours.



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- C. Decision Process. The executive Director shall have sole and absolute discretion to determine the department in which the reorganization or reduction is to be made and the number and classes of positions to be impacted and the employees to be impacted.
- D. Notice of Action. The Authority shall provide affected employees with twenty one (21) calendar days' notice of the effective date of any action taken pursuant to this policy.
- E. Order of Layoff. When it is necessary to lay off employees, the Executive Director shall prepare or cause to be prepared a list of the order of layoff based on the reasons for the layoff and the needs of the Authority. Generally, but not always, employees working in the affected classes will be selected for a layoff in accordance with the following.
1. Temporary employees shall be laid off first;
  2. Part-time probationary employees shall be laid off next;
  3. Full-time probationary employees shall be laid off next;
  4. Regular employees on a performance improvement plan shall be laid off next;
  5. Regular employees who have received a substandard evaluation (i.e., received an overall rating of needs improvement) on both of their last two performance evaluations before the layoff shall be laid off next; and
  6. Regular employees with a satisfactory evaluation or better on at least one of their last two performance evaluations shall be laid off last.

For all of the above categories of regular employees, layoffs will take place in reverse order of seniority, i.e., the employee with the least seniority, as defined in subsection F below being the first to be laid off. If two (2) or more employees in the same category are subject to layoff and have equal seniority, the determination as to who shall be laid off shall be made on the basis of the earlier hire date seniority and, if that be equal, the determination shall be made by lot drawn by the Executive Director.

### F. **Seniority for Purpose of Layoff, Displacement, and Involuntary Reduction in Hours.**

Seniority rights for purposes of this policy shall be available only to Authority employees who have attained regular status.

Seniority credits for purposes of this policy shall be determined by crediting one seniority point for each full 80 hours of authorized service in a class while in continuous Authority service.

1. Authorized hours of service are the number of hours formally established for a position by the by the Executive Director. Hours worked in excess of the number of hours authorized,

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whether overtime or otherwise, shall not be included in determination of seniority credit.

2. Continuous Authority service is service with the Authority uninterrupted by resignation or involuntary termination. Employees on an authorized leave of absence without pay shall be deemed to be continuously employed by the Authority. However, no seniority credit shall accrue while the employee is on an unpaid leave of absence.

For purposes of seniority under this policy only, an employee who is laid off by the Authority and rehired to a regular position within two (2) years of the date of the layoff shall be deemed to be continuously employed by the Authority. However, no seniority credit shall accrue while an employee has been laid off and is not working for the Authority.

### **SECTION 13: RESIGNATION AND RETIREMENT**

- A. An employee who desires to terminate his or her employment shall submit a signed letter of resignation or retirement to the Executive Director or designee at least two (2) weeks prior to the effective date of such resignation or retirement. The Executive Director, or designee, shall have the authority to accept letters of resignation or retirement and such letters shall be deemed accepted upon receipt by the Executive Director or designee

### **SECTION 14: GRIEVANCES**

- A. **Grievance Procedure:** The Authority recognizes that rapid grievance settlement is desirable and herein establishes a method for such settlement of employee grievances.

This grievance procedure is intended to provide a progressive series of steps through which employee may present grievances, with the aim of resolving grievances at the lowest administrative level consistent with the management representatives' authority.

Each employee and/or his/her representative shall be free from restraint, interference, coercion, discrimination or reprisal in utilizing this procedure.

A grievant is an employee with an alleged grievance. A grievance is an alleged misinterpretation, violation, or misapplication of these policies and procedures which affect the wages, hours or working conditions of the employee. Specifically excluded from the grievance procedure are dismissals, suspensions, or other disciplinary actions.

1. **Informal Resolution:** Within ten (10) calendar days of the occurrence or discovery of an alleged grievance, the grievant employee may informally discuss the grievance with his or her immediate supervisor.

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2. Formal Grievances. If the grievance is not settled through informal discussion, the grievant may file a formal grievance within twenty (20) calendar days of the occurrence or discovery of an alleged grievance. The formal grievance shall be presented by the aggrieved in writing to his or her department head. The grievance form shall contain information which:
  - a. Identifies the grievant.
  - b. Contains the specific nature of the grievance.
  - c. Indicates the date, time and place of its occurrence.
  - d. States the provision of the policies alleged to have been violated, improperly interpreted, applied or misapplied.
  - e. Indicates the consideration given or steps taken to secure informal resolution including the date of informal discussion.
  - f. States the corrective action desired.

A decision by the Department Head shall be made in writing within ten (10) business days of receipt of the grievance.

3. If the grievant is not satisfied by the department head's decision, he or she may appeal such decision to the Executive Director by filing a written request with the Executive Director within seven (7) business days of receipt of the decision of the department head.
4. The Executive Director shall render a written decision to the grievant within ten (10) business days of the receipt of the grievant's appeal. Copies of the decision shall be provided to the employee, and the employees' representative, if any. The decision of the Executive Director shall be final.

### B. General Provisions

1. Time limits specified in the processing of grievances may be waived by mutual written agreement.
2. If an employee does not present his or her grievance or does not appeal the decision rendered regarding the grievance within the time limits, the grievance shall be considered resolved.
3. If the department head does not respond within the time limits provided, the grievant may proceed to the next step of this grievance procedure.

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4. In the event either the responding employee and/or designated representative, their supervisor/department head, and/or Executive Director is on paid leave, approved leave of absence without pay or on an assignment out of the jurisdiction for one day or more, the period of response for that party shall be extended for the period of such absence, following notification to the other party within the running time limit. This provision shall not extend the time in which an employee must file the initial formal grievance.
5. A copy of the grievance form shall be forwarded to the Executive Director when the formal grievance is filed.
6. In the event of an unusual number of grievances being filed, the Executive Director may consolidate like grievances and/or temporarily suspend grievance processing on a department-wide or Authority-wide basis.

### SECTION 15: DISCIPLINARY ACTIONS

- A. Disciplinary Actions.** These procedures relate to the implementation of disciplinary actions against employees whose job performance, actions or behavior fall below acceptable standards. They are designed to provide for the application of progressive discipline where substandard performance or behavior may be corrected. A supervisor may not adversely affect the pay, classification or employment status of an employee for disciplinary reasons by any means or procedures other than provided herein.
- B. Authority.** Employees may be reprimanded, dismissed, suspended, reduced in compensation, demoted or otherwise disciplined by the Authority for just cause as provided herein.
- C. Causes for Disciplinary Actions.** The following may be considered as causes for discipline. This list is not exhaustive and discipline may be made for other causes:
- (1) Violation of any of the Authority's rules, regulations and policies, including but not limited to the Authority's ethical standards and guidelines, a copy of which is available in the Human Resources department.
  - (2) Conviction for a felony or misdemeanor criminal offense which adversely reflects upon the Authority; interferes with the employee's job or work performance; or which involves moral turpitude. Any employee charged with such a felony or misdemeanor may be placed on administrative leave with or without pay, at the sole and absolute discretion of the Executive Director, during the pendency of criminal proceedings. If the employee is acquitted or criminal proceedings are dismissed, the employee shall be reinstated with pay retroactive to the date administrative leave began. Upon conviction or upon guilty plea or upon plea of no contest, disciplinary proceedings as

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provided for in this Article may commence and if discipline is imposed, all pay accumulated during the period of administrative leave shall be forfeited.

(3) Violation of any lawful and reasonable official regulation or order. Failure to comply with any lawful and reasonable directive made and given by an employee's supervisor, where such violation or failure amounts to an act of insubordination.

(4) Offensiveness in language or conduct towards other employees, residents of public housing, or the public.

(5) Incompetent, inefficient, or negligent performance of an employee's duties in his or her classification; unauthorized use of the Authority's property.

(6) Use of threat or attempt to use political influence or other improper influence to secure personal promotion, leave of absence, transfer, change of classification, or merit pay.

(7) Inducement or attempt to induce another employee to commit an unlawful act or to act in violation of any lawful and reasonable regulation, order, policy, or directive of the Authority.

(8) Acceptance of any fee, gift, item of value or services offered by a person or donor whose intention is to influence the nature of the Authority's services provided to him/her or to improve his/her status in relation to the Authority's operations.

(9) Unauthorized leave from duty contrary to the Authority's rules, regulations and policies, or failure to report after leave of absence has been disapproved or revoked or canceled.

(10) Submitting to the Authority a fraudulent request for leave of absence with pay.

(11) Making any false statements or engaging in any fraudulent conduct or deception, or conspiring with any person in making any false statement, engaging in any fraudulent conduct, or in attempting any deception in any official business of the Authority.

(12) Making any false statements or engaging in any fraudulent conduct in order to obtain compensation from the Authority or conspiring with any other employee in fraudulently obtaining such compensation from the Authority.

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- (13) Being under the influence of controlled substances, drugs, and/or alcohol which adversely affects job performance.
- (14) Selling controlled substances, drugs, and/or alcohol to other employees of the Authority, the Authority's residents, or the public while on duty or on Authority property.
- (15) Engaging in acts or incidents in which physical violence by an employee was threatened while on Authority business.
- (16) Engaging in acts which create or cause a safety hazard.
- (17) Engaging in paid or unpaid, voluntary employment outside of the Authority which interferes with the Authority's operations, or creates a conflict of interest.
- (18) Possession of firearms or illegal weapons while on Authority business.
- (19) Failure to report accidents and/or personal injuries which occur on duty.
- (20) Performing job classification duties for residents of the Authority in exchange for money and/or other goods and services above regular compensation during working hours or after scheduled working hours.
- (21) Failure to report vehicle accidents, revocation or suspension of driver's license; cancellation of an employee's personal automobile insurance when an employee is required to operate a vehicle on the job; and citations while driving Authority vehicles or while driving personal vehicles on Authority business, if an employee's job requires a driver's license.
- (22) Failure to use required safety clothing, uniforms, and equipment while performing assigned tasks or violation of applicable safety standards.
- (23) Conducting personal business on Authority time or using Authority facilities for personal business.
- (24) Harassment of another employee, housing applicant, or tenant of the Authority on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sexual orientation, sex, age, or any other characteristic protected by State or Federal law. The term "harassment" as used herein shall mean and refer to the definition of harassment as set forth in the Authority's

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"Harassment in Employment Policy", copies of which have been previously disseminated to all employees of the Authority.

- (25) Habitual lack of punctuality or unexcused absence from work which shall be defined as any unapproved leave without pay-
- (26) Violation of the Authority's harassment, discrimination or retaliation policies.

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### D. Types of Disciplinary Actions.

1. Oral Reprimand. A formal discussion with an employee about performance or conduct problems. This action may be documented by the supervisor in memorandum form with a copy given to the employee.
2. Written Reprimand. A written report presented to an employee by the Department Head regarding performance or conduct problems. A copy shall be provided to the employee and a copy shall be filed in his or her official personnel file. Within five (5) business days following receipt of a written reprimand, an employee shall be permitted to file a written response, the original being directed to the Department Head and a copy filed in the employee's official personnel file.
3. Suspension. An involuntary suspension from work without pay for a period not to exceed six (6) months.
4. Salary Reduction. A reduction in pay from the employee's current step within a pay range to any lower step within the same range.
5. Demotion. Reduction from a position in one class to a position in another class having a lower salary range allocation.
6. Dismissal. Discharge or removal from employment with the Authority.

### E. Disciplinary Action Related to Driving:

1. In the event that an employee of the Authority, who as a part of his or her job description is required to drive, fails to have a valid California Driver's License or the Authority is notified that said employee is not insurable, the Authority may impose the following discipline:

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(a) When an employee's driver's license is suspended for a period of six (6) months or less or the employee is uninsurable for a period of six (6) months or less, the employee shall be placed on a leave of absence without pay until such time as his/her license has been reinstated or said employee has again become insurable.

(b) When an employee's driver's license is suspended for a period of six (6) months or more, or when an employee fails for whatever reason to present the Authority with a valid driver's license within six (6) months, or when an employee is uninsurable for a period of six (6) months or more, then the employee shall be terminated.

(c) When an employee is arrested, while driving an Authority owned vehicle, for driving under the influence of alcohol or drugs, upon conviction therefore, such employee shall be terminated.

2. In the event that any employee fails to immediately notify his/her supervisor that his/her license has been suspended or that he/she has been arrested for driving an Authority owned vehicle while under the influence of alcohol or drugs, or that he/she has become uninsurable, and such employee continues to drive an Authority owned vehicle, then upon the occurrence of any such events, the employee shall be immediately terminated.

3. It is understood and agreed that it is the employee's duty and responsibility to immediately notify his/her supervisor that his/her license has been suspended, that his/her license has been reinstated; that he/she is no longer insurable or that he/she is again insurable.

**F. Service of Notice of Intent and Notice of Disciplinary Action.** Except in cases of oral or written reprimand, written notice of the disciplinary action shall be served as set forth below. The date of such delivery shall initiate the period in which an appeal may be filed.

1. When possible, notice shall be served by personal delivery to the employee at the worksite.

2. If personal delivery to the employee at the work site cannot be accomplished, notice of the disciplinary action shall be served by mailing a copy of the notice by regular first class United States mail, postage prepaid, to the employee at the last known address that the employee provided to the Authority. Such mailed notice shall be deemed to have been received by the employee five calendar days after dispatch by the Authority for purposes of computing the time limit for filing an appeal. If notice is mailed pursuant to this paragraph, and if the employee resides within the County of Stanislaus, the Authority shall also deliver a copy of the notice to the employee's residence. The Authority may leave such copy in a mailbox, with a competent member of the household, or on the door of the residence.



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### G. Notice of Disciplinary Action.

1. Except in cases of oral and written reprimand, a written Notice of Intended Disciplinary Action shall be served on the employee at least five (5) business days prior to dispatch of the Notice of Disciplinary Action.

Prior to the effective date of the disciplinary action provided in the Notice of Intended Disciplinary Action, the employee or his or her representative shall have the right and opportunity to respond either orally or in writing to the supervisor or the manager imposing the discipline. At the expiration of the period, if the management employee determines that discipline should be imposed, a written Notice of Disciplinary Action shall be served on the employee.

2. The Notice of Intended Disciplinary Action and the Notice of Disciplinary Action shall both be filed in the employee's personnel file. Such notices shall state at minimum, the following:
  - a. A statement of the nature of the disciplinary action, and the effective date of the action.
  - b. A statement of the charges which are the cause of the action.
  - c. In ordinary and concise language, the act or omissions, or other reason(s) upon which the charges are based.
  - d. Copies of the documents relied upon to support such charges.
  - e. A statement advising the employee of his or her right to representation.
  - f. In a Notice of Intended Disciplinary Action, a statement advising the employee of his or her right to respond to the Notice of Intention, either orally or in writing within five (5) business days of the notice.
  - g. In a Notice of Disciplinary Action, a statement advising the employee of his/her right to appeal the Notice of Disciplinary Action through the Disciplinary Hearing Committee to the Executive Director, within seven (7) business days of the notice.
3. If necessary for the safe and efficient operation of the Authority or the safeguard of public property, as determined by the Executive Director, suspension may be made effective immediately.

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**H. Appeal of Dismissals, Suspensions, Reductions and Demotions.** Any regular employee subject to these policies and procedures shall have the right to appeal his or her dismissal, suspension, salary reduction or demotion as follows:

1. Within seven (7) business days after service to him or her of the Notice of Disciplinary Action, the employee may appeal the action through a Disciplinary Hearing Committee to the Executive Director by filing written notice requesting an appeal with the Executive Director. The filing of an appeal shall not stay or delay the disciplinary action.

Upon receipt of the request for the appeal a three-person Disciplinary Hearing Committee shall be selected. The committee shall be composed of Authority employees, one selected by the appealing employee, one selected by management and third selected by the two selectees. No member of the Committee shall be from the department in which the appellant is/was employed.

2. Within 30 calendar days from the filing of the appeal, the Committee shall commence a hearing on the matter. Within five (5) business days of completion of the hearing, the Committee shall render an advisory opinion on the appeal to the Executive Director to either affirm, modify, or revoke the order of discipline. The appellant may appear personally, produce evidence, present and cross-examine witnesses, have counsel to represent him or her and be entitled to a public hearing if he or she so requests. If the appellant requests a later hearing date or a continuance, he or she shall be deemed to have waived any claim for additional compensation as a result of the delay in the event the appellant is ordered reinstated or the discipline is reduced.
3. The Executive Director shall render a written decision on the appeal of the disciplinary action to the appellant within ten (10) business days of the receipt of the Committee's advisory opinion. Copies of the decision shall be provided to the employee, the Committee, the Board of Commissioners, and the employee's representative. The decision of the Executive Director on the disciplinary action shall be final.

- I. **Procedure Relating to Criminal Action:** The Authority may take disciplinary action when criminal charges are pending against an employee. However, where the facts alleged in the Notice of Disciplinary Action regarding dismissal, demotion, suspension or salary reduction constitute a crime, or where the employee has been charged with a crime arising out of the same transaction, and the employee has appealed the disciplinary action as provided herein, he or she may, at any time at least three (3) business days before the date of the hearing before the Disciplinary Hearing Committee, request a continuance of his or her hearing for a reasonable period to determine whether a criminal charge will be filed or until after termination of the criminal case. Such a request must be accompanied by the employee's written waiver of salary and other employment benefits for the period of that continuance in case the discipline is overturned or reduced.

## SECTION 16: MISCELLANEOUS

- A. **Professional Growth Program.** In so far as practical, it is understood that employees shall be encouraged to take part in Authority workshops and seminars. Employees shall

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also be allowed travel allowances when attending out-of-jurisdiction conferences with the advance approval of the Authority. At the discretion of the Executive Authority, the Authority may contribute towards the individual membership dues in any professional association which provides professional development and management training required to improve professional management skills for the positions of Technical Services Director, Finance Director, Human Resources Director, Maintenance Superintendent, Section 8 Director, Housing Management Director, Housing Program Specialist, and Administrative Assistant.

**B. Travel Policy.** Employees may perform official travel upon authorization by the Board or as authorized by the Chairperson and Executive Director. All travel shall be subject to prior authorization. Employees of the Authority shall be reimbursed for travel expenses in accordance with the Authority's Guideline to Traveling on Official Housing Authority Business, a copy of which is available from the Human Resources Department. Travel Procedure and Policy. Transportation costs shall be paid by the Authority. Tourist Class shall be the standard mode of transportation. Business related costs such as taxi fare, telephone calls, and similar items necessarily incident to the performance shall be considered reimbursable items.

1. **Use of Private Vehicles.** An employee shall be reimbursed for use of a privately owned vehicle for official Authority business based on current rate established under IRS regulations. An employee's commute to and from work is not reimbursable. Reimbursement to the employee shall be made by the Authority monthly, upon submission of a Mileage Expense Voucher by the employee. Reimbursement at the IRS rate shall be deemed to be full compensation for the costs of using private vehicles, including insurance, insurance deductibles, repairs, gas and depreciation, and employees shall be entitled to no additional compensation for the use of their vehicles.
2. **Vehicle Use Requirements: Liability Insurance.** Employees who drive private vehicles shall be required to have general automobile liability and property damage insurance, with limits not less than those required by State law, for any vehicle used on Authority business.

Employees who use privately owned vehicles for Authority business are fully and directly responsible for bodily injury and/or property damage to others resulting from such privately owned vehicle use.

Employees who drive any vehicle on Authority business (whether private or Authority-owned) must have a current valid Driver's License and state-required insurance. Employees shall show proof of a current valid Driver's License and insurance upon request of the Authority. Employees who drive on Authority business without a

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current valid Driver's License and required insurance, shall, in addition to being subject to disciplinary action, not be entitled to mileage reimbursement. By using any vehicle on Authority business, each employee consents to being entered by the Authority into the California DMV's pull notice program.

### 3. RentalCars.

- a. On occasion, it will be necessary to rent a vehicle from an agency while on Authority business. Rental reservations are made by the Administration Department. To protect the Authority from serious liability exposure in the event of an accident while driving a rental car, it is the responsibility of each employee to make certain that insurance coverage is adequate.
- b. In completing the rental agreement form, individuals are asked whether or not they wish to "take" the collision and the medical injury insurance offered by the rental agency. Authority policy is to "accept" the collision and "not accept" or "reject" the medical insurance coverage offered.

**C. Recommendations and References:** All requests for employment recommendations and references shall be answered by the Executive Director or designee and shall include the following information only: Title of each position held, beginning and ending dates of service in each such position. If an employee authorizes disclosure in writing, the Authority will also provide rates of pay received for each such position. Narrative references, written or oral, shall not be provided. Employees may retain and provide copies of their performance evaluations for reference purposes. Employees are prohibited from giving employment references for other employees. Giving such references can result in disciplinary action.

**D. Return of Property:** Employees are required to return all Authority property that is in their possession or control in the event of termination of employment, resignation or layoff, or immediately upon request. No information belonging to the Authority may be copied for the employee's use. The Authority may also take all action deemed appropriate to recover or protect Authority property.

**E. Injury and Illness Prevention Program:** The health and safety of employees and others on Authority property are of critical concern to the Authority. The Authority strives to attain the highest possible level of safety in all activities and operations. The Authority also intends to comply with all health and safety laws applicable to our business.

To this end, the Authority must rely upon employees to help keep work areas safe and free of hazardous conditions. Employees should be conscientious about workplace safety, including proper operating methods and known dangerous conditions or hazards. Employees should

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report any unsafe conditions or potential hazards to their supervisor immediately; even if they believe they have corrected the problem. If they suspect a concealed danger is present on the Authority's premises, or in a product, facility, piece of equipment, process, or business practice for which the Authority is responsible, employees should bring it to the attention of their supervisor immediately.

Additionally, the Authority has developed a written Injury and Illness Prevention Program (IIPP) as required by law. A copy of the IIPP is available for employees' review from Human Resources. In addition to attending any training required by the Authority, it is an employee's responsibility to read, understand and observe the IIPP provisions applicable to their job.

### **SECTION 17: SEVERABILITY**

If any section, subsection, or other part of this policy is for any reason held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions of this policy.

### **SECTION 18: REVISION OF POLICY AND PROCEDURES**

These policies and procedures may be revised or amended at any regular meeting of the Board of Commissioners by a majority vote of the Board of Commissioners.