

# SBCAG EMPLOYEE HANDBOOK

Personnel Policies and Procedures



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## **1. SBCAG - INTRODUCTION AND GENERAL INFORMATION**

The Santa Barbara County Association of Governments (SBCAG) is a voluntary council of governments formed in 1966 by agreement among the city and county governments in Santa Barbara County. Its thirteen-member board consists of the five members of the Board of Supervisors plus one city council representative from each of the eight incorporated cities within the County.

Historically, associations of governments or similar organizations came into existence in response to the need for a coordinated approach towards solving regional problems such as: transportation, housing, energy and air quality, which do not respect local jurisdictional boundaries. This regional approach, offered by associations of governments, provides an effective vehicle for the comprehensive planning and intergovernmental coordination that is necessary to address problems of this nature.

In its role as the comprehensive planning agency for the Santa Barbara County area, SBCAG has a number of specific responsibilities. It serves as the area-wide clearinghouse for the review of federal grants and development activities pursuant to state procedures for Intergovernmental Review. As such, SBCAG has been designated the Area-wide Planning Organization (APO) by the U.S. Department of Housing and Urban Development; the Census Affiliate Center; the Metropolitan Planning Organization (MPO) recognized by the U.S. Department of Transportation; and the Regional Transportation Planning Agency by the State of California. SBCAG has also been designated the Airport Land Use Commission for Santa Barbara County and provides staff support to the Santa Barbara County Service Authority for Freeway Emergencies (SAFE). SBCAG serves as the Local Transportation Authority and is responsible to implement and administer the transportation projects and programs financed with revenues from a 1/2% sales tax, Measure A, approved by voters in November 2008. The designation of SBCAG as the responsible agency for each of these varied programs ensures that a coordinated and comprehensive approach is used to solve problems which are regional in nature.

## **2. EFFECT AND APPLICABILITY OF PERSONNEL POLICIES**

### **2.1 No Contract Right**

These Personnel Policies (“Policies”) do not create any contract right, nor any express or implied contract of employment. SBCAG retains the full discretion to modify these Policies at any time in accordance with law.

### **2.2 Applicability of Policies**

- A. The Policies reviewed in the SBCAG Handbook have precedence over any conflicting policies, procedures or understanding of any SBCAG Board Member's government entity's personnel policies, procedures or understandings.
- B. These Policies apply to all employees of SBCAG unless a specific section or provision excludes them. Independent contractors, volunteers, and board members are not employees.
- C. All references within SBCAG Personnel Handbook to the Executive Director also include his/her designee when appropriate.

### **2.3 Employee Acceptance of Policies and Revisions to Policies**

As a condition of employment, all employees are required to read these Policies. Each employee is required to sign a statement of receipt acknowledging that: a) he or she has received a copy, or has been provided access to the Policies; and b) he or she understands that he or she is responsible to read and become familiar with the contents and any revisions to the Policies.

### **3. CATEGORIES OF EMPLOYEES AND NON-EMPLOYEES**

An Employee may fall into one or more categories.

#### **3.1 Regular Employee**

A regular employee is one who has satisfactorily completed the initial probationary period and who may be disciplined when cause exists. A regular employee has a property right in continued employment, and has the right to pre- and post-disciplinary procedural due process and an evidentiary appeal for certain types of disciplinary actions that result in a significant deprivation of property. No employee hired by SBCAG on or after January 18, 2018 shall be a “regular” employee, as set forth in this Section.

#### **3.2 At-Will Employee**

An at-will employee is one who serves at the pleasure of SBCAG, has no property right in continued employment, and has no right to any pre- or post-disciplinary procedural due process or evidentiary appeal. All employees hired on or after January 18, 2018 are at-will employees.

#### **3.3 Full-Time Employee**

A full-time employee is one whose position is budgeted to work at least 40 hours per week. Full-time employees receive all benefits provided in these Policies, or an employment agreement that is approved by SBCAG board.

#### **3.4 Part-Time Employee**

A part-time employee is one whose position is budgeted to work less than 40 hours per week. Part-time employees may have different rights to leave and other benefits under the law or these Policies, depending on the number of hours they work.

#### **3.5 Extra-Help Employee**

An extra-help employee is an at-will employee who is appointed for a period of time not to exceed six months or 1040 hours in a consecutive twelve-month period. An extra-help employee serves at-will and at the pleasure of SBCAG, has no property right in continued employment, and has no right to any pre- or post-disciplinary procedural due process or evidentiary appeal. An extra help employee has no entitlement to a regular work schedule or minimum number of work hours.

#### **3.6 Contractual Employee**

A contractual employee is an individual who holds a contract for employment with SBCAG. The benefits, privileges and responsibilities of contracted employees are so defined within individual contracts. Contractual employees do not enjoy the benefits and privileges contained in *the SBCAG EMPLOYEE HANDBOOK/PERSONNEL POLICIES AND PROCEDURES* except as otherwise indicated by the terms of their written contract.

#### **4. LIMITATIONS ON OUTSIDE EMPLOYMENT**

##### **4.1 No Outside Employment Without Prior Approval**

An employee shall not engage in any paid or self-employment, activity, or enterprise which creates a conflict of interest with his or her SBCAG duties, functions, or responsibilities. In order to avoid conflicts of interest that may arise from outside employment, all employees must obtain written approval from the Executive Director prior to undertaking any outside employment as described in this Policy. A copy of said approval will be retained in the employee's personnel file. (Gov. Code § 1126(a))

##### **4.2 Prohibited Outside Employment**

An employee's outside employment or enterprise may be prohibited if it:

- A. involves the use, private gain, or advantage of SBCAG time, facilities, equipment, and supplies;
- B. involves receipt or acceptance by the employee of any money or other consideration from anyone other than SBCAG for the performance of an act which the employee would be required or expected to render in the regular course of his or her SBCAG employment; or
- C. involves time demands that would prevent the employee's performance of his or her regular SBCAG duties or is inconsistent, incompatible or in conflict with the employee's regular SBCAG duties as determined by the Executive Director.

Under no circumstances may an employee use any SBCAG equipment, vehicles, tools, supplies, computers, or any other item that is SBCAG property while the employee is engaged in any outside employment or enterprise.

## **5. EMPLOYMENT OF RELATIVES, SPOUSES, DOMESTIC PARTNERS**

### **5.1 Policy**

SBCAG regulates the employment and placement of relatives, spouses, and registered domestic partners in order to avoid potential or actual conflicts of interest and to promote safety, security, supervision, and morale.

### **5.2 Definitions**

- A. “Relative” means child, stepchild, foster child, adopted child, parent, stepparent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, or in-laws of those enumerated by marriage or domestic partnership.
- B. “Spouse” means one of two persons to a marriage, or two people who are registered domestic partners, as those terms are defined by California law. (Fam. Code § 297 & 300.)
- C. “Management relationship” means one in which one employee exercises the right or responsibility to control, direct, reward, or discipline another by virtue of the duties and responsibilities assigned by SBCAG.

### **5.3 Employment of Relatives**

SBCAG will not appoint, promote or transfer a person to a position if it would result in the following situations between the applicant/employee and a relative of the applicant/employee:

- A. A direct or indirect management relationship between the relatives;
- B. The two employees having job duties which require performance of shared duties on the same or related work assignment;
- C. Both employees having the same Division Manager; or
- D. A potential for creating an adverse impact on supervision, safety, security, morale, or efficiency.

### **5.4 Spouses or Domestic Partners**

SBCAG will not appoint, promote, or transfer a person if it would result in the following situations between the applicant/employee and a spouse or domestic partner of the applicant/employee:

- A. One spouse or domestic partner being under the direct supervision of the other spouse or domestic partner; or

- B. Potential conflicts of interest for married persons or those in registered domestic partnerships which are greater than for those who are not married or in registered domestic partnerships.

## **5.5 Marriage or Registered Domestic Partnership after Employment**

### **A. Transfer**

If two SBCAG employees who work in the same division later become spouses or registered domestic partners, the Executive Director has discretion to transfer one of the employees to a similar position in another division. Although the wishes of the two employees will be considered, the Executive Director retains sole discretion to determine which employee will be transferred based upon SBCAG needs for supervision, safety, security or morale.

### **B. Separation**

If continuing employment of both employees, who work in the same division and who later become spouses or domestic partners, cannot be accommodated in a manner the Executive Director finds to be consistent with SBCAG's interest in the promotion of supervision, safety, security, or morale, then the Executive Director retains sole discretion to separate one employee from SBCAG. Absent the resignation of one employee, the less senior employee will be separated. Any such separation is not considered to be disciplinary and is not subject to any grievance or appeal, or pre- or post-disciplinary appeal due process. For purposes of this section, seniority shall be determined by the length of time the employee has worked for SBCAG.

**6. EXEMPT AND NON-EXEMPT EMPLOYEES**

As defined in the Federal Fair Labor Standards Act, there are two separate pay structures:

- A. Non-exempt employees are paid on an hourly basis and are eligible to receive overtime pay in accordance with applicable law.
- B. Exempt (salaried) employees perform primarily administrative, executive or professional duties and are therefore exempt from the provisions of the Fair Labor Standards Act pertaining to overtime pay requirements.

All employees will be notified when hired, transferred, or reclassified whether they are a non-exempt or exempt employee. Exempt and Non –Exempt status is also noted on the official job description for each position.

## **7. COMPENSATION**

### **7.1 Position Classifications**

Human Resources shall ascertain and record the duties and responsibilities of all positions and, after consulting with affected Division Managers, shall recommend position descriptions. Position descriptions and any revisions thereof shall become effective upon approval of the Executive Director.

Following the approval of position descriptions, Human Resources shall allocate every employee to one of the position descriptions.

When a new position is created, such position may not be filled, until a new position description has been prepared to provide for the new position. A position description outlines the duties and responsibilities of the position, its scope of authority, reporting relationship, etc.

### **7.2 Salary Grades**

For all positions, a five-step wage scale is used. Wage scales for each position are available on the SBCAG website. Unless otherwise approved by the Executive Director, all new employees begin at Step A (the first step) of the range for their particular position.

### **7.3 Changes to Position Descriptions**

Human Resources may initiate a job audit to determine whether the duties of a position have changed to such an extent that a reclassification of the position from the existing position and pay grade to a more appropriate position and pay grade is needed. Upon completion of the job audit, Human Resources shall make a recommendation regarding reclassification to the Executive Director who shall make the final decision in this regard.

### **7.4 Wage Increases**

Wage increases are not automatically given when an employee receives a performance evaluation. Regular and at will employees are considered for wage increases only under the following circumstances:

#### **A. Annual Cost of Living Adjustment**

Any such change, the amount of such change, and the effective date of such change is at the discretion of the SBCAG Board. Cost of living adjustments apply to all established salary grades including the Executive Director's contracted wages.

#### **B. Step Salary Increases**

Any increases within a range shall not be automatic, but shall be granted only upon affirmative recommendation of the appropriate Division

Manager and Executive Director, including a written performance evaluation indicating the employee's overall performance has been satisfactory or better. After six months of initial employment or promotion, an employee may be eligible for a step salary increase. All other step salary increases will occur at the commencement of the fiscal year. Any new hire or newly promoted employee effective October 1st or later in a calendar year will not receive a review or be considered for a step salary increase until the commencement of the next fiscal year. (SBCAG's fiscal year commences July 1 of each year).

## **7.5 Social Security Non-Coverage**

Your earnings from this job are not covered under Social Security. When you retire, or if you become disabled, you may receive a pension based on earnings from this job. If you do, and you are also entitled to a benefit from Social Security based on either your own work or the work of your spouse, or former spouse, your pension may affect the amount of the Social Security benefit you receive. Your Medicare benefits, however, will not be affected. Under the Social Security law, there are two ways your Social Security benefit amount may be affected.

### **A. Windfall Elimination Provision**

Under the Windfall Elimination Provision, your Social Security retirement or disability benefit is figured using a modified formula when you are also entitled to a pension from a job where you did not pay Social Security tax. As a result, you will receive a lower Social Security benefit than if you were not entitled to a pension from this job. For example, if you are age 62 in 2013, the maximum monthly reduction in your Social Security benefit as a result of this provision is \$395.50. This amount is updated annually. This provision reduces, but does not totally eliminate, your Social Security benefit. For additional information, please refer to Social Security Publication, "Windfall Elimination Provision."

### **B. Government Pension Offset Provision**

Under the Government Pension Offset Provision, any Social Security spouse or widow(er) benefit to which you become entitled will be offset if you also receive a Federal, State or local government pension based on work where you did not pay Social Security tax. The offset reduces the amount of your Social Security spouse or widow(er) benefit by two-thirds of the amount of your pension. For additional information, please refer to Social Security Publication, "Government Pension Offset."

Social Security publications which include information about exceptions to each provision, are available at [www.socialsecurity.gov](http://www.socialsecurity.gov). You may also call toll free 1-800-772-1213, or for the deaf or hard of hearing call the TTY number 1-800-325-0778, or contact your local Social Security office.

## **8. PERFORMANCE EVALUATIONS**

### **8.1 Performance Evaluations**

Employees may request performance feedback from their Division Manager at any time.

- A. The Performance Evaluation has been established to:
  - 1. Create and measure achievement of annual goals and adherence to SBCAG's values;
  - 2. Recognize the employee's strong points and good work;
  - 3. Improve work performance by identifying opportunities for improvement;
  - 4. Determine training needs and check effectiveness of current training and orientation;
  - 5. Conduct appraisals for merit pay increases, promotions, transfers, and disciplinary actions; and
  - 6. Allow comparison of employee's work to SBCAG's performance standards.
  
- B. Human Resources shall provide to all Division Managers and the Executive Director, an Employee Performance Report (EPR) for each employee he/she manages no later than one month prior to the end of the fiscal year.
  - 1. The employee's immediate Division Manager shall complete the Employee Performance Report (EPR) and sign the report no later than the deadline assigned by Human Resources.
  - 2. The EPR shall be reviewed by the Executive Director prior to the Division Manager conducting the review with the employee. The Executive Director shall sign the EPR once signed by the employee.
  - 3. Additional performance evaluations may be prepared at any time deemed necessary.
  
- C. The Division Manager will meet with the employee to discuss the EPR. The employee shall sign the EPR to acknowledge its contents and that he or she has met with his or her Division Manager to discuss the evaluation. There is an opportunity for the employee to discuss differences of opinion with the Division Manager and make any modifications before signed by the Executive Director. The employee's signature does not mean that he or she endorses the contents of the evaluation; merely that he or she received a copy of the EPR. The employee shall receive a copy of the performance

evaluation with all signatures within thirty (30) calendar days of the date of the evaluation.

- D. When an employee receives a less than satisfactory overall rating on his or her Employee Performance Report, the employee's step salary increase, if eligible, shall be postponed until such time that the employee's performance is meeting job requirements. This period shall commence when the Division Manager signs the less than satisfactory Employee Performance Report for the employee. Additionally, a Performance Improvement Plan will be developed with the employee. A new Employee Performance Report will be scheduled for a maximum of 6 months from the date of the original performance report wherein it was determined that the employee was not meeting job requirements. If, after 6 months, there has not been measurable improvement the Division Manager may extend the evaluation period for no more than an additional 6 months. If after a total of 12 months has lapsed and the employee's job performance is still not meeting job requirements then disciplinary procedures may commence.

## **8.2 No Appeal Rights**

No employee shall have the right to appeal or submit a grievance regarding any matter relating to the content of a performance evaluation. Instead, the employee may comment on the evaluation in a written statement which will then be placed with the evaluation in the employee's personnel file. The written statement must be submitted within 30 days after the employee receives the evaluation.

## **9. WORK SCHEDULES AND ATTENDANCE**

Punctuality and regular attendance are essential conditions of employment. Position duties must be performed and unnecessary absences cause an unfair burden on fellow employees. An unacceptable record of punctuality and attendance is defined as one which impairs the functioning of the division and/or which affects the quality and/or quantity of the employee's work.

Employees are responsible for accurately recording the hours worked and are paid only for the time shown on timesheets when approved by their Division Manager. Division Managers are authorized to take necessary disciplinary action for excessive tardiness. If an employee fails to maintain an acceptable attendance record, he/she may be discharged.

### **9.1 Time Sheets**

All timesheets must first be submitted to the employee's Division Manager for his or her review and signature. The timesheets should be submitted by the end of last day in the pay period. Employees must adhere to all deadlines imposed by SBCAG, which allow for timely processing of payroll.

### **9.2 Work Schedules**

Work schedules are determined at the discretion of the Division Manager and are subject to change with or without notice, according to the needs of the division or SBCAG. A non-exempt employee shall be in attendance and at work during the hours specified by the Division Manager.

#### **A. Flexible Work Hours**

Flexible work hours are available to all employees with approval from the employee's Division Manager. 9/80 work hours and other flexible schedules are available to employees conditioned on approval by the Division Manager. Flexible work schedules can be worked as long as the employee works during the core hours of 10:00 a.m. to 3:00 p.m. or the hours worked are approved by their Division Manager. To qualify, the employee and Division Manager shall complete a SBCAG Employee FlexWork Agreement form. Flexible work schedules will be monitored by the Division Manager and can be revoked at the discretion of the Division Manager at any time.

#### **B. Work Week for 9/80 Work and other Flexible Schedules**

Employees working a 9/80 work schedule or other flexible schedule will have adjusted day(s) off within each pay period. This day(s) off must be taken in the pay period in which earned.

### **9.3 Meal Period**

A one-hour non-compensated meal period will be provided to all full-time non-exempt employees who work at least an eight-hour workday. A thirty-minute non-compensated meal period will be provided to all non-exempt full-time employees who work more than five hours, but less than eight hours during the workday. Non-exempt employees may be required to take their meal period at a time designated by their Division Manager.

### **9.4 Rest Period**

A 15-minute compensated rest period will be provided to all non-exempt employees for each four-hour period of service. The rest period shall be taken at a time designated by the employee's Division Manager. Rest periods may not be combined to shorten the workday or to extend the meal period.

### **9.5 Notification of Unforeseen Late Arrival or Absence**

When an exempt or non-exempt employee cannot be present at work or will be late for work, he or she is responsible for notifying his or her Division Manager as early as possible on or prior to each day of absence. The Division Manager must be informed as to the necessary length of absence; this will allow time for the Division Manager to schedule someone to handle duties during an absence in the division. Employees must contact their Division Manager and administrative staff by email, phone or text as early in the day as possible. If the Division Manager is not available, the employee should contact Human Resources and the administrative staff.

### **9.6 Unauthorized Absence**

Arriving late to work or leaving early in connection with scheduled work times, breaks, or meal periods is prohibited, absent authorization. A non-exempt employee who fails to timely notify the Division Manager of any absences as required by this Policy, or who is not present and ready to work during all scheduled work times will be deemed to have an unauthorized tardy or absence and will not receive compensation for the period of absence.

Any exempt or non-exempt employee who is absent from his or her position for more than five (5) consecutive working days without prior permission from his or her Division Manager shall be considered to have abandoned and constructively resigned his or her employment with SBCAG. Such abandonment and constructive resignation shall be final and without appeal for at will employees. SBCAG may consider evidence supplied by the employee, which explains the reasons for the employee's unauthorized absence of five or more days, but has no obligation to do so.

### **9.7 Excessive Tardiness/Absenteeism and Abuse of Leave**

Excessive tardiness occurs when a non-exempt employee who, without authorization, is late to work or late to return from breaks more than three times during any thirty (30) day period. Excessive absenteeism occurs when the number of unapproved absences for reasons that are not protected by state or federal law, exceeds three (3) days in any three

(3) month period. Excessive tardiness or absenteeism may be grounds for discipline, up to and including termination.

Abuse of leave is a claim of entitlement to leave when the employee does not meet the requirements for taking the leave, and may be grounds for discipline, up to and including termination.

## **10. TELEWORKING**

Teleworking is the practice of working from home or at an alternate location instead of physically travelling to SBCAG's offices. It is a work alternative that SBCAG may offer, in its sole discretion, to some employee(s) when it would benefit both the organization and the employee.

Employees who believe teleworking can enhance their ability to get their job done may submit a written request, using the Employee Telework Agreement Form, to their Division Managers proposing how it will benefit SBCAG and themselves. The request should explain how he or she will be accountable and responsible, what equipment is necessary, and how communication barriers will be overcome.

The decision to approve a teleworking arrangement will be based on factors such as position and job duties, performance history, related work skills, and the impact on the organization. The decision to approve or deny a request shall be at the sole discretion of the Executive Director in consultation with the Division Manager. The Executive Director's decision to approve or deny a specific request to telework shall be final.

The employee's compensation, benefits, work status, work responsibilities, and the amount of time the employee is expected to work per day or per pay period will not change due to participation in the telework program.

The employee's telework work hours will conform to a schedule agreed upon by the employee and his or her Division Manager. If such a schedule has not been agreed upon, the employee's work hours will be assumed to be the same as they were before the employee began teleworking. Changes to this schedule must be reviewed and approved in writing, in advance, by the employee's Division Manager.

The employee should not undertake responsibilities that are inconsistent with devoting his or her full attention to their job duties for SBCAG during working hours. If the employee is required to care for another individual, the employee shall use accrued leave rather than teleworking.

Teleworking is an alternative method of meeting the needs of the organization and is not a universal employee benefit. As such, SBCAG has the right to refuse to make teleworking available to an employee and to terminate a teleworking arrangement at any time. If a decision to terminate or modify a teleworking arrangement is made, not related to job performance, the employee will be provided with a minimum notice of sixty days.

Teleworking occurs typically on a part-time or special basis, at the request of the employee, with prior approval from the Division Manager and at the discretion of the Executive Director.

Teleworking is considered a cooperative arrangement between SBCAG and the employee, not an entitlement, and is based on:

- A. The needs of the job, work group and employer;

- B. The employee's past and present levels of performance;
- C. Teleworking is voluntary and may be terminated, at will, at any time either by the employer or the employee;
- D. During hours of teleworking, the employee should be accessible to the same extent as their on-site counterparts during their agreed-upon regular business hours;
- E. Teleworkers who work at home should have a designated work space that is safe and free from interruptions;
- F. The teleworker will be responsible for absorbing any costs related to the designated work space, subject to applicable law;
- G. Teleworkers who work at home should take all precautions necessary to secure privileged information in the home and prevent unauthorized access to work information or systems and must adhere to established IT requirements and policies in this regard;
- H. Teleworkers may not use work time for providing dependent care, child care or any purpose other than official work duties;
- I. Teleworking does not change the basic terms and conditions of employment with the employer;
- J. Teleworkers cannot host work-related meetings, appointments, or encounters in their homes. Failure to comply with this guideline will result in termination of the telework agreement;
- K. Teleworkers must follow any other applicable rules required by SBCAG and observe all relevant policies and procedures.

## 11. LEAVES

### 11.1 Vacation Time

Eligible full-time and part-time employees, with the exception of extra-help employees, earn vacation leave while in paid status until they reach the applicable vacation accrual cap of 320 hours. Employees accrue vacation time according to their full or part-time status and the number of consecutive years the employee has worked for SBCAG as follows:

#### A. **Full-Time Accrual Rate:**

<u>Continuous Service</u>	<u>Hourly/Annual Accrual Rate</u>	<u>Maximum Per pay period Accrual</u>
0-2 yrs. (0-24 mo.)	.0463 hrs./96 hrs.	3.70 hrs.
2-4 yrs. (25-48 mo.)	.0616 hrs./128 hrs.	4.93 hrs.
4-10 yrs. (49-120 mo.)	.0731 hrs./152 hrs.	5.85 hrs.
10-14 yrs. (121-168 mo.)	.0847 hrs./176 hrs.	6.78 hrs.
14+ yrs. (169+ mo.)	.0962 hrs./200 hrs.	7.70 hrs.

#### B. **Part-Time Accrual Rate**

Part-time employees who are budgeted to work at least 20 hours per week earn vacation leave while in paid status in a pro-rated amount based upon the accrual applicable to full time employees. Once a part-time employee reaches the pro-rated accrual cap, they stop earning vacation.

#### C. **Maximum Accrual**

1. Vacation accrual may accumulate up to the Maximum Allowable Accrual of 320 hours.
2. Notwithstanding the provisions of Section C(1) above, an employee absent due to a work-related injury, receiving Workers' Compensation, Temporary Disability, and unable to take vacation may accrue vacation above the Maximum Allowable Accrual. Within the four (4) pay periods immediately following return to work, the employee must take vacation time to bring the balance below the Maximum Allowable Accrual.

#### D. **Executive Director and New Hires**

Upon acceptance of a job offer to an Executive Director position, the employee shall receive eighty (80) hours of vacation credit if coming from outside Santa Barbara County Association of Governments service. All other new hires will receive forty (40) hours upon hiring. This benefit only applies to new hires and not those receiving a promotion from one classification to another.

**E. Payment in Lieu of Vacation**

No payment in lieu of vacation shall be made to any employee except upon termination of employment. Then such employee shall be paid for his/her accumulated vacation based upon his/her accrual as of the date of termination.

**F. New Hires**

Vacation credits of a person failing to complete six months of service will be paid out in accordance with Section E above.

**G. Vacation Usage**

1. Vacation shall not include any regular holidays taken during a vacation period.
2. Vacation shall be taken at the time approved by the employee's Division Manager.
3. Vacation usage may not exceed the accrued vacation balance reported at the end of the prior pay period.

H. Upon acceptance of a position with SBCAG, employees hired from outside Santa Barbara County Association of Governments service from a public agency shall receive credit for their prior years of public agency service towards their annual vacation accrual rate if that public agency experience ended within six (6) months of the date of employment with SBCAG. Proof of said service must be provided, in writing, by all prior public agencies for which the employee worked.

**11.2 Holidays**

A. Full-time employees, except extra-help employees, receive the holidays listed below with pay. If New Year's Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the Monday following shall be treated as the holiday. If any of those four holidays falls on a Saturday, the preceding workday shall be treated as the holiday. Part-time employees will receive that holiday off with a prorated equivalent.

1. New Year's Day, January 1st
2. Dr. Martin Luther King Jr.'s Birthday, 3rd Monday in January
3. President's Day, 3rd Monday in February
4. Memorial Day, last Monday in May

5. Independence Day, July 4th
6. Labor Day, 1st Monday in September
7. Veterans Day, November 11th
8. Thanksgiving Day, 4th Thursday in November
9. Thanksgiving Day Friday, the day after Thanksgiving
10. Christmas Day, December 25th

**B. Floating holiday**

All full-time employees in a pay or leave status (paid or unpaid) for any portion of pay period one (1) of each calendar year, shall be credited with twenty four (24) hours of floating holiday leave. Part-time employees shall receive a prorated equivalent. Employees may use their floating holidays as they see fit. Floating holidays may only be used in the calendar year in which credited or they will be forfeited.

**C. Holiday compensation**

Holiday compensation shall be paid for a portion of a pay period as follows:

1. Any regular, full-time employee who is absent-without-pay only on a scheduled workday immediately preceding a holiday shall not have compensation reduced by reason of absence on the paid holiday.
2. Any regular, full-time employee who is absent-without-pay only on a scheduled workday immediately following a holiday shall not have compensation reduced by reason of absence on said regular holiday.
3. Any regular, full-time employee who is absent-without-pay on both a scheduled workday preceding and following a holiday shall be deemed to have been absent-without-pay on said holiday and shall not be compensated for said holiday.

**11.3 Sick Leave**

**A. Sick leave is paid leave from work that can be used for the following purposes:**

1. Diagnosis, care, or treatment of an existing health condition, or preventative care for, an employee or any of the following of the employee's family members: child, foster child, adopted child or step child of any age or dependency status; parent; parent-in-law; spouse;

registered domestic partner; grandparent; grandchildren; or sibling (Labor Code §§ 233(b)(2); 245.5(c); 246.5(a)(1)); or

2. For an employee who is a victim of domestic violence, sexual assault, or stalking: 1) to obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or his or her child; or 2) to obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or to participate in safety planning or other actions to increase safety. (Labor Code §§ 230(c); 233(b)(3)(A); 246.5(a)(2).)

**B. Accrual, Usage & Carryover for Different Categories of Employees:**

1. Each full-time employee or part-time employee shall accrue sick leave at the rate of .0463 hours for each hour in a regular pay status excluding overtime. This equates to 3.70 hours per pay period for a full time employee.
2. Unused sick leave shall be cumulative from year to year with unlimited accrual. Up to 2080 hours sick leave may be applied as SBCERS pension credit upon retirement or termination of employment from SBCAG.
3. Sick leave usage may not exceed the employee's accrued sick leave balance reported on the employee's most recent pay statement for the pay period immediately preceding the pay period in which the leave is taken.
4. The Division Manager or Executive Director may require evidence in the form of a physician's certificate, or otherwise, of the adequacy of the reason for any employee's absence during the time for which sick leave was requested. Under no circumstances is sick leave to be used in lieu of, in addition to, or as vacation.
5. When an employee's family member, as described in A1 above, is seriously ill or injured and requires his/her presence and attendance, an employee may be allowed to use his/her accumulated sick leave to attend such family member.
6. An employee may, when necessary and at the discretion of the Executive Director, be granted up to two hours with pay to make voluntary non-remunerated blood donations to non-profit blood banks in the county. Time off in excess of two hours and up to an additional two hours may be used for this purpose, but such additional time off shall be charged to accumulated sick leave. Leave for the purpose of donating blood shall not exceed six (6) times in any one calendar year.

7. Termination of SBCAG employment shall eliminate all sick leave accrued to the time of such termination, regardless of whether the employee subsequently reenters SBCAG employment or service.
8. Employees shall receive eighty (80) hours sick leave accrual upon hiring or such prorated amount for regular part-time employees.

**C. For Extra-Help Employees:**

An extra-help employee who works 30 or more days within a year from the commencement of employment with SBCAG will receive a lump-sum sick leave bank of 24 hours as of the date of hire, which will be available for use and displayed on the earning statement on the 90<sup>th</sup> day of employment. Accrued and unused sick leave will not carry over to the following year of employment; however, the sick leave bank will be replenished to 24 hours in pay period one of each calendar year. Unused sick leave balances are not compensable at separation. (Labor Code § 246.)

**11.4 Medical Leave of Absence – Employee Only**

- A. Medical Leave is protected time off that an eligible employee may take because of the employee's own serious health condition that makes the employee unable to perform any one or more essential functions of his/her position.
- B. For purposes of this policy, the term "serious health condition" shall be defined as an illness, injury, impairment, or physical or mental condition that involves:
  1. Inpatient Care in a hospital, hospice, or residential medical care facility;
  2. Continuing treatment by a health care provider;
  3. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition;
  4. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. The employee must be under the continuing supervision of, but need not be receiving active treatment by health care provider; or
  5. Other serious health condition for which medical leave will be allowed at the sole discretion of SBCAG.
- C. An employee is eligible for medical leave if (1) the employee has been employed by SBCAG for at least six (6) months; and (2) the employee has been employed by SBCAG for at least 1,250 hours during the 12-month

period immediately preceding the commencement of the leave. This equates to 49 hours per pay period.

- D. An employee requesting medical leave shall be entitled to three months, or twelve work weeks of leave per each “rolling” 12-month period starting with the beginning of the leave.
- E. Leave under this policy is unpaid. Although medical leave is unpaid, SBCAG requires employee(s) to concurrently use all accrued sick leave during medical leave. However, employees are not required to use paid sick leave during medical leave pursuant to a disability plan that pays a portion of the employee’s salary while on leave unless the employee agrees to use paid leave to cover the unpaid portion of the disability leave benefit.
- F. While on unpaid leave, employees will continue to be covered by SBCAG’s group health, dental, vision, short-term disability, long-term disability and life insurance for up to the maximum duration of the leave entitlement to the same extent that coverage is provided while the employee is on the job.
- G. Contributions to the Santa Barbara Employees’ Retirement System (SBCERS) pension plan will cease during this time. Upon return from medical leave, employees may inquire of SBCERS as to whether or not they qualify for the ability to buy back the lost time.
- H. During the duration of the unpaid medical leave, an employee’s sick, vacation and aforementioned pension credits do not accrue. If using sick or vacation time, normal sick and vacation credits as well as pension credits will accrue.
- I. Employees may make the appropriate employee contributions for the employee’s own continued coverage as well as spouse or family coverage under the health, dental, and vision benefits plans by payroll deductions (if the employee is using his or her paid leave) or direct payments (if the employee is not using his or her paid leave). SBCAG employees should direct payments for premiums to SBCAG Human Resources. Deadlines for paying premiums in order to prevent coverage from being dropped will be provided. Employee contribution rates are subject to any changes in rates that occur while an employee is on leave.
- J. If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, SBCAG shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee which would entitle the employee to leave, or because of circumstances beyond the employee’s control.
- K. The employee retains employee status during the leave. The leave is not a break in service for purposes of longevity or seniority under any employee

benefit plan. Benefits resume, upon the employee's reinstatement and submission of a return to work certification, in the same manner and at the same levels as provided when the leave began, without any new qualification period or other qualifying provisions.

- L. Employees on a medical leave of absence may qualify for short-term or long-term disability benefits. Please consult Human Resources.
- M. If an employee takes a leave of absence for any purpose, which also qualifies for leave under this policy, SBCAG will designate that leave as running concurrently with the leave under this policy.
- N. If the employee's original position is no longer available, the employee will be assigned to a comparable, open position. If upon return from leave an employee is unable to perform the essential functions of her job because of a physical or mental disability, SBCAG will initiate an interactive process with the employee in order to identify a potential reasonable accommodation in accordance with these Policies. (See Policy 18, Reasonable Accommodation and Interactive Process.)

#### **11.5 Parental and Family Medical Leave**

- A. Parental and Family Medical Leave is leave that an eligible employee is entitled to take for the following reasons:
  - 1. The birth of a child or to care for a newborn of an employee;
  - 2. The placement of a child with an employee in connection with the adoption or foster care of a child;
  - 3. To care for a child, parent, spouse, or domestic partner who has a serious health condition (as that term is defined in Section 11.4(B)).
- B. The term "child" means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability.
- C. The term "parent" means the biological parent of an employee or an individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.
- D. The term "spouse" means one of two persons to a marriage, regardless of the sex of the persons, and includes a registered domestic partner pursuant to California Family Code.
- E. An employee is eligible for parental and family medical leave if (1) the employee has been employed by SBCAG for at least six (6) months; and

(2) the employee has been employed by SBCAG for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

- F. An employee requesting parental and family medical leave shall be entitled to three months, or twelve workweeks of leave per each “rolling” 12-month period. If leave is taken to bond with a newborn, foster child, or adopted child, leave must be concluded within one year of the birth or placement of the child.
- G. Leave under this policy is unpaid. While on unpaid leave, employees will continue to be covered by SBCAG’s group health, dental, vision, short-term disability, long-term disability and life insurance for up to the maximum duration of the leave entitlement to the same extent that coverage is provided while the employee is on the job. Contributions to the Santa Barbara Employees’ Retirement System (SBCERS) pension plan will cease during this time period. Upon return from leave, employees may inquire of SBCERS as to whether or not they qualify the ability to buy back the lost time.
- H. During the duration of the unpaid parental and family medical leave, an employee’s sick, vacation and pension credits do not accrue. If using sick or vacation time, normal sick and vacation credits as well as pension credits will accrue.
- I. Employees may make the appropriate employee contributions for the employee’s own continued coverage as well as spouse or family coverage under the health, dental, and vision benefits plans by payroll deductions (if the employee is using his or her paid leave) or direct payments (if the employee is not using his or her paid leave). SBCAG employees should direct payments for premiums to SBCAG Human Resources. Deadlines for paying premiums in order to prevent coverage from being dropped will be provided. Employee contribution rates are subject to any changes in rates that occur while an employee is on leave.
- J. If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, SBCAG shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave, or because of circumstances beyond the employee’s control.
- K. The employee retains employee status during the leave. The leave is not a break in service for purposes of longevity or seniority under any employee benefit plan. Benefits will be resumed upon the employee’s reinstatement in the same manner and at the same levels as provided when the leave began,

without any new qualification period, physical exam, or other qualifying provisions.

- L. Although parental and family medical leave is unpaid, an employee may elect to concurrently use all paid accrued leaves, including sick and vacation leave.
- M. If an employee takes a leave of absence for any purpose which also qualifies for leave under this policy, SBCAG will designate that leave as running concurrently with the leave under this policy.

## **11.6 Pregnancy Disability Leave**

An employee who is disabled because of pregnancy, childbirth, or a related medical condition is entitled to an unpaid leave for up to the number of hours she would normally work within four calendar months (one-third of a year or 17 1/3 weeks). For a full-time employee who works 40 hours per week, “four months” means 693 hours of leave entitlement, based on 40 hour per week times 17 1/3 weeks. An employee who works less than 40 hours per week will receive a pro rata or proportional amount of leave.

### **A. Notification & Certification Requirements**

1. **Notice:** Requests for pregnancy disability leave must be submitted in writing with reasonable advance notice of the medical need for the leave. All leaves must be confirmed in writing, have an agreed-upon specific date of return, and be submitted to Human Resources.
2. **Certification:** The request for pregnancy disability leave must be supported by a written certification from the attending physician stating that: 1) the employee is disabled from working by pregnancy, childbirth or a related medical condition; 2) the date on which the employee became disabled by pregnancy, childbirth or a related medical condition; and 3) the estimated duration or end date of the leave.

### **B. Compensation During Leave**

Pregnancy disability leaves are without pay but may qualify for Short Term Disability. Please check with Human Resources. If the employee qualifies for Short Term Disability, the employee must use sick leave for the first two weeks of disability. If, for some reason, the Short Term Disability provider does not certify the leave, the employee must use all sick leave until it is depleted. Thereafter the employee may elect to use vacation leave or any other accrued paid time off during the leave. However, employees are not required to use paid leave during leave pursuant to a disability plan that pays a portion of the employee’s salary while on leave unless the employee agrees to use paid leave to cover the unpaid portion of the disability leave benefit.

C. **Benefits During Leave**

1. **Group Insurance Coverage:** An employee on pregnancy disability leave may continue to receive any group health, dental, vision, short term disability, long term disability and life insurance coverage that was provided before her leave, beginning on the date the pregnancy disability leave begins and continuing for up to four months in a 12-month period, at the same level and under the same conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. SBCAG may recover premiums it paid to maintain health, dental, and vision coverage if an employee does not return to work following pregnancy disability leave, unless the reason for the failure to return is a circumstance beyond her control.
2. **Sick and Vacation Leaves and Pension Credits:** Sick and vacation leaves as well as pension credits do not accrue while an employee is on unpaid pregnancy disability leave. Benefits do accrue for the period the employee is using paid sick or vacation leave.
3. **Employee Status:** The employee retains employee status during the leave. The leave is not a break in service for purposes of longevity or seniority under any employee benefit plan. Benefits will be resumed upon the employee's reinstatement in the same manner and at the same levels as provided when the leave began, without any new qualification period, physical exam, or other qualifying provisions.

D. **Reinstatement**

1. Upon the expiration of pregnancy leave, the employee will be reinstated to her original or a comparable position, so long as it was not eliminated for a legitimate business reason during the leave.
2. If the employee's original position is no longer available, the employee will be assigned to a comparable, open position. If upon return from leave an employee is unable to perform the essential functions of her job because of a physical or mental disability, SBCAG will initiate an interactive process with the employee in order to identify a potential reasonable accommodation in accordance with these Policies. (See Policy 18: Reasonable Accommodation and Interactive Process.)

**11.7 Jury Duty Leave/ Subpoenaed or Court-Ordered Witness Leave**

- A. A leave of absence with pay not chargeable to sick leave or vacation accruals shall be granted to an employee who is required to serve on a jury or who is subpoenaed as a nonparty witness for a civil or criminal proceeding in a court or administrative tribunal.

- B. Reimbursement in the amount of per diem compensation received for jury service and/or witness fee must be paid to SBCAG by the employee.
- C. Reimbursement for travel expenses and sustenance may be retained by the employee.
- D. Employees who are summoned to report as a witness must submit a copy of the summons to their Division Manager and attach it to their timesheet for the pay period in which they served as a witness
- E. Employees must report for work on days they are normally scheduled to work and are excused from jury duty.
- F. Employees who are required to serve on a jury shall, upon completion of service, obtain from the court clerk and submit to their Division Manager a statement verifying days and hours of service performed. This documentation shall be submitted and attached to the employee's timesheet for the pay period in which the jury duty occurred.

### **11.8 Bereavement Leave**

All employees, including extra-help employees, may utilize up to three (3) days paid bereavement leave to attend a funeral or memorial service, or to take care of family matters, that are related to the death of a member of immediate family. Employees traveling out of state to attend a funeral may utilize up to five (5) days paid bereavement leave. In these instances, the employee must provide proof that they had to travel out of state. "Immediate family" consists of the following: employee's spouse, registered domestic partner, child, stepchild, parent, grandparent, grandchild, brother, sister, mother/father-in-law, son or daughter-in-law, brother or sister-in-law, legal guardian, or custodial child, or the same relatives of a domestic partner. An employee who intends to utilize bereavement leave shall notify his/her Division Manager of the intent to use such leave as soon as possible, and, if applicable, provide proof of need to travel out of state.

### **11.9 Military Leave**

Members of the National Guard or Armed Forces Reserve required to participate in Active Military Duty training will be granted annual military duty leave with pay for a two-week period only, plus reasonable travel time. Military leave will be granted in accordance with state and federal law. An employee requesting leave for this purpose shall promptly provide the Division Manager with a copy of the military orders specifying the dates, site and purpose of the activity or mission. Within the limits of such orders, the Division Manager may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

An employee who enters the Armed Forces of the United States or who receives orders to attend active military duty may be granted an extended leave in accordance with applicable federal law.

### **11.10 School-Related Leave**

Any employee who is a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to one or more children who are in kindergarten or grades 1 through 12, or who are in a licensed child care facility, shall be allowed up to 40 hours each school year, not to exceed eight hours in any calendar month of the school year, to: participate in activities of their child's school or licensed child care facility; find, enroll, or reenroll a child in a school or with a licensed child care provider; or to pick up a child due to a child care provider or school emergency. The employee must provide reasonable advance notice to his/her Division Manager of the planned absence. The leave is unpaid unless the employee uses vacation, personal leave or compensatory time off. The employee must provide documentation from the school or licensed childcare facility as verification that the employee participated in school or childcare facility activities on a specific date and at a particular time. If both parents, guardians or grandparents having custody work for SBCAG at the same SBCAG work site, only the first parent requesting will be entitled to leave under this provision. (Labor Code § 230.8.)

### **11.11 Industrial Injury Leave**

Employees, other than those covered by Labor Code § 4850, who are absent from work by reason of an injury or illness covered by Workers' Compensation, shall continue in pay status under the following provisions.

- A. There is no required length of service for any employee requesting an industrial injury leave of absence on the basis of a work related disability.
- B. A leave of absence may be granted to any employee who sustains a work-related illness or injury.
- C. Notification requirements for a medical leave of absence for work-related disabilities are the same as those for medical leaves for non-work related disabilities.
- D. SBCAG will retain employees on an extended leave of absence for work-related disabilities until one of the following situations occurs:
  1. The employee is released for full or partial duty;
  2. The Division Manager receives satisfactory medical evidence that the employee will be permanently unable to return to work, upon which time SBCAG will engage the employee in the interactive process (See Policy 18: Reasonable Accommodation and Interactive Process.)
  3. The employee resigns in writing or directly or indirectly informs the Division Manager (i.e., by accepting other employment, moving out of the state, etc.) that he or she does not intend to return to SBCAG's employ.

- E. Employees do not earn pension credits with SBCERS while on industrial injury leave but may have the option to purchase said lost credits upon return to work. The employee should contact SBCERS upon return to work to discuss buy back options.

### **11.12 Time Off to Vote**

Employees who are voters may claim necessary time off to vote at statewide, national, and local elections under the following provisions of the State Elections Code:

- A. When an employee demonstrates that there is not sufficient time outside of working hours to vote at a statewide or national election, the employee may, without loss of pay, take off enough working time which, when added to the voting time available outside of working hours, will enable them to vote.
- B. No more than two hours for voting shall be allowed without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular work day, unless otherwise mutually agreed.
- C. If the employee knows or has reason to believe that time off will be necessary to be able to vote on election day, the employee shall give the Division Manager at least two working days' notice that time off for voting is necessary.

### **11.13 Personal Leave**

- A. A personal leave of absence without pay may be granted for a reasonable period of time of up to two (2) pay periods at the Executive Director's discretion. No pay or vacation, sick, or pension benefits are earned during this time period. Benefits will be continued at the sole expense of the employee. Be certain to contact Human Resources so that full payment can be provided prior to the commencement of the leave.
- B. Requests must be submitted in writing and must be approved in writing by the Executive Director a minimum of 30 days before the leave begins
- C. The leave may be extended for a reasonable period of time due to special circumstances, determined on an individual basis and with the concurrence of the Executive Director.
- D. In all such requests, the first consideration is the welfare and efficiency of SBCAG during an employee absence.
- E. Requests for extensions of leaves must be submitted in writing and approved in writing by the Executive Director one week before the extended period of a leave is scheduled to end.

## **12. WORKWEEK AND OVERTIME**

### **12.1 Workweek**

The workweek begins at 12:00 a.m. on Monday and ends at 11:59 p.m. on Sunday except for employees on a 9/80 or other flexible work schedule. Employees working a 9/80 or other flexible work schedule will have a regular day or days off every other week as determined by SBCAG. Under no circumstance may the flex day be taken in a different pay period than the pay period in which it was earned. If employees cannot take off their normal flex day, they must make arrangements in advance with their Division Manager to schedule it for another time in that pay period.

### **12.2 Overtime – Compensatory Time Off**

Overtime for non-exempt employees under the Fair Labor Standards Act (hereafter referred to as FLSA) will be defined as any hours worked beyond forty (40) hours in a seven (7) day work period. For the purpose of computing overtime, all regular, scheduled work hours including paid leave time shall be considered time worked.

Overtime work is compensable at the rate of time and one-half the regular rate as computed in accordance with FLSA. Hours worked shall accrue in increments of two-tenths (2/10) of an hour (12 minutes).

Non-exempt employees who have been preauthorized to work overtime may elect to have the earned overtime accrue into a Compensatory Overtime “bank” in lieu of payment.

When overtime is authorized and worked, the employee has the choice of being paid for the earned overtime bi-weekly as part of his/her paycheck or elect to have the earned overtime accrue to an “Overtime Bank.”

If the employee elects to “Bank” overtime it shall be placed in a Compensatory Overtime bank at the rate of time and one-half hours of compensatory time for each hour of overtime worked. The maximum allowable balance in the Compensatory Overtime bank shall be 120 hours.

When an employee wishes to take compensatory time off it shall be requested in the same manner as requests for vacation time off and must be approved by the employee’s supervisor. Compensatory Overtime shall be used before any leave-without-pay is granted.

Except upon termination of employment, hours in the Compensatory Overtime bank as of the last pay period ending December 31 shall be paid off in cash based on the employee's regular hourly rate of pay in effect at the time of payment. Payments for Compensatory Overtime hours are taxable as lump sum payments in

accordance with IRS and State Franchise Tax Board regulations and are subject to withholding as required by law

Since employees of SBCAG do not have a recognized or otherwise designated representative, the agreement or understanding concerning compensatory time off between SBCAG and the individual employee must be reached prior to the performance of any overtime work. Employees, supervisors and managers must contact Human Resources prior to authorizing overtime work.

### **12.3 Prior Approval Required**

Non-exempt employees are not permitted to work overtime except as directed and authorized in advance by their Division Manager, or in case of emergency, as determined by SBCAG. Working overtime without prior authorization or approval is grounds for discipline. In emergencies that necessitate working overtime, the employee must notify a Division Manager as soon as possible, and in no event later than the end of that day upon which the emergency occurred. If the Division Manager denies the request to work overtime, the employee must obey the Division Manager's directive and cease working. Failure to follow these overtime approval procedures may subject the employee to disciplinary action, up to and including termination, for violating the overtime approval procedures.

### **12.4 Administrative Leave**

- A. Shall be granted exempt employees at the discretion of the Executive Director.
- B. In the event SBCAG operations require extraordinary work assignments for employees in classifications exempt from overtime compensation, the Executive Director may authorize administrative leave, not to exceed two (2) working days in any pay period. This provision in no way establishes any right to overtime compensation or time off for such employees.
- C. If an employee wishes to take administrative leave it shall be requested at least forty-eight (48) hours in advance.
- D. Approval of this time off request is subject to a determination by the Executive Director as to whether or not it would unduly disrupt the operations of SBCAG.
- E. Administrative leave shall be used before any leave-without-pay is granted.
- F. In certain circumstances, the Executive Director may give the employee direction to take off on administrative leave. This notice shall be given to the employee at least twenty-four (24) hours before the time off is to be taken.

## 13. **REIMBURSEMENTS**

### 13.1 **Travel Expense Reimbursement**

- A. All SBCAG employee travel must be pre-approved by the Executive Director. An SBCAG Travel Authorization form must be completed and signed prior to making any travel arrangements.
- B. All SBCAG travel expenses should be paid using your SBCAG issued credit card (Cal Card) and supported with original credit card receipts. A Cal Card Credit Card Usage report must be completed and signed by the employee and his/her Division Manager listing all expenses with the receipts attached. If an employee is unable to locate supporting documentation, a Cal Card Lost Receipts form must be filled out and signed by both the employee and the employee's Division Manager. If an employee is found to continually lose receipts the employee's Division Manager may elect to have a formal written reprimand placed in the employees file.
- C. The basic criteria used in determining eligibility for travel reimbursement is the "actual and necessary" expenditures of performing official SBCAG business. Documentation (original receipts) is required for all expenditures as noted below.

#### 1. **Hotel/Motel Accommodation Costs**

- (a) Bill from hotel/motel.
- (b) Reimbursement is made at single occupancy rate. If bill is for double occupancy, note single rate on the bill.
- (c) Discounted business or government rate should be requested.
- (d) If the bill lists room service, note for what purpose and provide detailed proof of expenditures.
- (e) Movies, mini-bar, and other non-essential services will not be reimbursed and are the responsibility of the employee.

#### 2. **Transportation Costs**

- (a) SBCAG reimburses for the most economical mode of transportation to reach the destination, while considering the cost of staff time.
- (b) Personal car – mileage reimbursement (employee must have a current insurance certificate).

- 1) Employees who use their personal vehicle for SBCAG business shall be reimbursed for each mile driven on SBCAG business.
  - 2) Said reimbursement shall be at the current amount per mile exempted by the Internal Revenue Service for reporting income.
- (c) Airline travel – copy of airline ticket required.
- (d) Rented car – receipt required.
- (e) Transportation costs from airport to lodging or meeting site by the most economical method.

### 3. Meal Cost

Even though an employee can follow the per diem meal reimbursement amounts, it is recommended that the employee use the actual costs plus tip and tax less any alcohol that may be on the receipt for reimbursement up to the set per diem. The receipts should be attached to either the Travel Reimbursement form or the CalCard credit card usage form.

- (a) Travel Outside County
- 1) As a general guideline SBCAG annually adopts the IRS reimbursable meal costs.
  - 2) The reasonable cost of meals is subject to adjustment to remain consistent with the reimbursement rates established annually by the Auditor-Controller for the County of Santa Barbara in accordance with Internal Revenue Service (IRS) Guidelines per diem rate for meals per day.
  - 3) In very limited situations, when traveling to locations where the reasonable cost of meals is insufficient to reimburse the employee for his/her actual cost of meals, the Executive Director can approve the payment of actual costs of employee meals above the set IRS per diem rate. Prior approval by the Executive Director is required to be reimbursed for an amount over the current IRS guidelines. A receipt for each meal for the entire trip is required in these situations.
- (b) Travel within County

- 1) Reimbursement for meals only if working away from regular established work location for extended periods of time, usually involving overnight accommodations as approved by the Executive Director.
- 2) Reimbursement for meals not meeting such criteria will be made only in the case where a meal is an integral part of a formal business meeting with non-SBCAG employees dealing with a matter concerning the affairs and business of SBCAG. In these circumstances, the employee shall state the purpose of the meeting and who was in attendance.

#### **4. Miscellaneous Travel Cost Rules**

- (a) Parking fees – actual cost of parking. A receipt should be submitted.
- (b) A receipt or documentation showing the cost for seminars or meetings attended is required.
- (c) In no instances will the cost of alcohol be reimbursed.
- (d) SBCAG does not pay meal costs for guests or non-SBCAG employees except business expense meals as approved by the Executive Director.

#### **5. Travel Reimbursement Policy for SBCAG Board members**

SBCAG will reimburse for the expenses of its Board members incurred in accordance with the policies and provisions set forth above. SBCAG Executive Director may authorize payment of expenses incurred in conformity with these provisions. Board members must prepare a travel expense reimbursement form to claim all travel expenditures incurred for said travel or meeting. Mileage reimbursement is not an eligible travel expense as the daily meeting stipend is intended to cover this incidental expense.

### **13.2 Non-Travel Related Reimbursements**

Before incurring a non-travel related expense an employee must complete a Non-Travel Preauthorization form. Where possible employees should use their SBCAG issued credit card (CalCard) to make preauthorized purchases. All purchases made must be supported with original receipts and a completed CalCard usage form. If credit cards are not an option, employees can use his or her personal cash and then request reimbursement by completing a Non-Travel Reimbursement form (County of Santa Barbara/FIN WEB form) supported by original receipts.

Under no circumstances are SBCAG employees to obligate SBCAG to any expenditure of any kind without prior written authorization

Employees wishing for further information regarding required approvals and purchasing categories not covered by this section should refer to SBCAG's Purchasing Policy.

**14. RETIREMENT**

- A. SBCAG shall maintain the existing benefit provisions in the Santa Barbara County Employees Retirement System and CalPERS (health only).
- B. For employees in SBCERS Plan 8, as required by PEPRRA, SBCAG may not contribute any funds towards the employee's retirement contribution. For Division Managers in Plan 5A, SBCAG shall pay an offset of up to seventy dollars (\$70.00) per pay period of each employee's retirement contribution. For all other employees in Plan 5A, SBCAG shall pay an offset of up to twenty dollars (\$20.00) per pay period of each employees' retirement contribution.
- C. SBCERS, and hence SBCAG, may adjust the employee contribution rates to the Contributory Retirement Plan when such adjustments are based on an Actuary Report, recommended by the Retirement Board and approved by the Santa Barbara County Board of Supervisors.
- D. In addition to a pension plan, SBCAG maintains a voluntary deferred compensation plan under Section 457 of the IRS code for those employees wishing to contribute to it. The IRS sets maximum contribution limits annually. Employees are not eligible to contribute to their deferred compensation (457) plan after retiring or terminating employment with SBCAG.
- E. An employee planning to retire should provide a written notice to the Division Manager and Executive Director at least 90 days prior to the effective date of the retirement.
- F. In order to qualify for CalPERS Retiree health plans; an employee must have a minimum of 10 years' service, be retired and received pension benefits within 120 days. The employee does not have to enroll in CalPERS benefits at the time of retirement to be eligible in the future. As long as the employee complies with the 10 year and 120 day rules described above he/she may enroll during any open enrollment period in the future. SBCAG contributes the same amount that is provided for active employees towards the retiree medical insurance premiums, as required by Public Employee's Medical and Hospital Care Act (PEMHCA).

## **15. BENEFITS**

### **15.1 Cash Benefit Allowance**

SBCAG shall pay each full time employee a cash benefit allowance each pay period. SBCAG part time employees shall receive a pro rata share of a cash benefit. The amount is established by the SBCAG board and adjusted on an as needed basis to keep pace with inflation. This money can be used to offset insurance premiums or can be used as additional compensation.

### **15.2 Medical, Dental and Vision Benefits**

A. SBCAG shall maintain a contract with a provider(s) of Group Medical, Dental and Vision programs.

1. SBCAG shall offer these programs to all employees.
2. SBCAG shall pay the current Board approved amount per month of the employee and employee's dependents premium towards the medical portion of the program. SBCAG shall pay a pro rata share of the Board approved amount for part time employees. If an employee does not take SBCAG provided medical insurance they are not entitled to the contribution amount set by the Board.
3. SBCAG shall pay the total cost of the employee's premium for the dental and vision elements of the programs. SBCAG shall pay a pro rata share of the monthly employee premium for part time employees. Dependent coverage is available but is paid for by the employee.
4. Employees may insure their eligible dependents under the Medical, Dental and Vision plans in accordance with the rules and regulations applicable to obtaining said dependent coverage.
5. Employees will be insured under these programs according to the rules and regulations of each insurance program

### **15.3 Flexible Spending Accounts (FSA)**

SBCAG maintains an IRS Section 125B Plan. Employees may contribute, on a pre-tax basis, to pay for dependent care and/or unreimbursed medical expenses, and/or Supplemental Life Insurance. Enrolling in the 125B Flexible Spending Plan allows employees to set aside pre-tax dollars each pay period for medical and/or dependent care expenses. Please note that the maximum amount an employee may set aside in FSA accounts is set annually by the IRS.

#### **15.4 Long Term Care Insurance**

This insurance provides the employee with coverage in the event that long-term care is required in a skilled nursing facility or in the home. Coverage is available to employees but purchased by the employee with no contribution from SBCAG. Employees should contact CalPERS if interested in learning more about this coverage.

#### **15.5 Short Term Disability**

All employees are automatically enrolled in SBCAG's Short Term Disability plan. SBCAG pays for this coverage. This benefit provides compensation coverage for employees for 46 of the 60 day waiting period before Long Term Disability coverage starts. (Accrued sick and vacation may be used for the first 14 days). Please see Human Resources for more detailed information and application procedures.

#### **15.6 Long Term Disability**

All employees are automatically enrolled in SBCAG's Long Term Disability plan. SBCAG pays for this coverage. This coverage commences the day after Short Term Disability benefits expire if an employee is determined to still be disabled. The length of time you may be covered by Long Term Disability is dependent upon the employee's age. Please see Human Resources for more detailed information and application procedures.

#### **15.7 Accidental Death and Dismemberment Insurance**

SBCAG provides coverage for accidental death and dismemberment at no cost to its employees.

#### **15.8 Life Insurance**

SBCAG provides coverage equal to one times the employee's annual pay up to \$100,000 in Life Insurance. Employees may apply for themselves and their eligible dependents for Additional Term Life Insurance in accordance with the rules and regulations applicable to obtaining said coverage. Employees may also purchase Spouse Life Insurance if they so desire.

#### **15.9 457 / Deferred Compensation Plan**

All SBCAG employees are eligible for membership in SBCAG's deferred compensation plan. Payroll deductions are available upon request. Please contact Human Resources for more information on joining the plan(s). The IRS sets maximum contribution limits annually.

#### **15.10 Tuition Reimbursement Program**

To the extent funding is available, SBCAG shall provide for each employee tuition reimbursement up to a maximum of \$500 per fiscal year. Employee(s) should discuss with

his or her Division Manager during the time period when the budget for the upcoming fiscal year is being developed to ensure inclusion in the budget.

- A. The Tuition Reimbursement Program is established to:
  - 1. Encourage employees to continue their education in order to meet present and future needs of SBCAG service.
  - 2. Increase effective work performance and employee efficiency.
  - 3. Facilitate promotion from within SBCAG.
  - 4. Attract to SBCAG service, persons of superior ability and potential for advancement.
- B. Eligible Employees are regular employees who have received at least a "satisfactory" rating on the last employee performance report.
- C. College or certification courses must be taken on the employee's own time unless otherwise authorized by the Division Manager and Executive Director. Seminars and workshops may be taken during work time.
- D. Eligible Courses must relate to the employee's job assignment or be job oriented, and must be offered by a qualified training institution.
- E. In general, qualified training institutions are those colleges or universities which offer accredited course work transferable to other academic institutions.
  - 1. However, professional skill-building workshops, institutes or seminars which are not usually transferable will be covered if they provide continuing education units or are offered by an institution recognized by a specialized accrediting body in a professional field.
  - 2. Any other professional training not offered by an accepted accredited or licensed agency must be offered by or under the direction of a recognized professional organization in the applicant's occupational field and be approved by the Executive Director.

### **15.11 Transportation Demand Management (TDM) Benefits**

SBCAG believes that reducing single passenger automobile trips to and from the workplace by encouraging the use of alternative transportation is beneficial to reducing traffic congestion and improving the quality of our air. All regular full time SBCAG employees in a paid status are eligible to participate in this program. The following incentives are offered to SBCAG employees.

A. **Trip Rewards:**

Employees earn points for each trip taken utilizing alternative transportation which can be redeemed for rewards /gift cards.

B. **Vacation Incentive**

Employees can earn up to 16 hours of additional vacation time per year for using alternative transportation. SBCAG approved examples of alternative transportation under this benefit are: riding the bus, carpooling, vanpooling, walking or biking to work, telecommuting or any combination of these alternatives. To be eligible for this benefit, employees must log each alternative commute using SBCAG's SmartRide database. For every trip an employee logs an alternative transportation mode, they are eligible to earn 0.031 hours of vacation time up to a maximum 16 hours in a calendar year.

At least yearly, trips logged will be converted into vacation hours and added to the employee's vacation bank. These additional hours will be included when determining the maximum vacation accrual allowed for employees.

C. **SBCAG Guaranteed Ride Home**

In the event an eligible employee has utilized an alternative form of transportation to work and an emergency arises or the employee is required to stay for unplanned overtime, that employee is guaranteed a ride home utilizing an SBCAG pool vehicle; if the SBCAG vehicle is not available, the employee may use an Enterprise Rental car. Any employee who has a personal emergency can be reimbursed for up to \$220 each calendar year towards taxi rides, Uber, Lyft or rental car through the Traffic Solutions Emergency Ride Home Program.

D. **Transportation for local medical appointments**

For employees who regularly utilize an alternative transportation mode at least 80% of the time during an applicable pay period are eligible to receive reimbursement for transportation (i.e. Uber/Lyft) for local medical appointments not to exceed \$200 per calendar year. Receipts will be required in order to receive this reimbursement.

## **15.12 Med-Ex Travel Assistance**

Employees have access to a host of services including emergency transportation services, medical assistance services, pre-trip assistance, travel assistance services, and personal security services through SBCAG's relationship with MEDEX Assistance Company. Employees can request more information from Human Resource.

### **15.13 Cell Phone Stipend**

Cell phone stipends are provided to certain staff members to facilitate work-related communications while away from their primary place of business. The stipend is provided to help offset the employee's costs for maintaining a personal cell phone that is made available for conducting SBCAG business. Please contact Human Resources for a description of SBCAG's Guidelines for the Provisions of Cell Phone Stipends for more details. Cell phone stipends must be approved by the Executive Director and Division Manager.

### **15.14 Discount Cell Phone and Hotspot Rates**

SBCAG offers its employee discounted rates for cell phone service provided by Sprint, AT&T and Verizon as well as employee discounted rates for Verizon Wireless 4G Hotspot. The terms and conditions for each employee discount are subject to change without notice. Employees may request more information about this benefit from Human Resources.

### **15.15 Transportation Discounts**

SBCAG offers additional discounts for the Santa Barbara Car-Free Train and Enterprise Rent-A-Car. The terms and conditions for each employee discount are subject to change without notice. Employees may request more information about this benefit from Human Resources.

### **15.16 Coastal Housing Partnership**

SBCAG offers its employee access to the Homebuyer's Assistance Program, Mortgage Refinance Program and Rental Housing Assistance Program conducted through the Coastal Housing Partnership. The terms and conditions for each assistance program are subject to change without notice. Employees may request more information about this benefit from Human Resources.

### **15.17 Microsoft Home Use Program**

SBCAG offers its employee the right to participate in the Microsoft Home Use Program (MSHUP). This program enables employees to get a single licensed copy of the most current Microsoft Office Professional Plus or Office Home and Business for Mac to install and use on one home device during the term of employment. Employees can request more information about this benefit from Human Resources.

### **15.18 Professional Development**

SBCAG budgets an annual dollar amount per person for professional development. Each employee's Division Manager (or Executive Director for Division Managers) works with the employee to determine training needs and opportunities.

### **15.19 Employee Assistance Program**

SBCAG offers an Employee Assistance Program that provides comprehensive and effective on-line, telephone and face-to-face services for you, your household members, and anyone covered under your health insurance benefits. Employees may request more information about this benefit from Human Resources.

### **15.20 Traffic Solutions Emergency Ride Home Program**

In the event an eligible employee has utilized an alternative form of transportation to work and an emergency arises or the employee is required to stay for unplanned overtime, that employee is guaranteed a ride home and can be reimbursed up to \$220 per calendar year for taxi fare or rental car fees through the Traffic Solutions Emergency Ride Home Program. The employee must register for the Traffic Solutions Emergency Ride Home Program to be eligible and are subject to the limitations imposed by the program.

**16. POLITICAL ACTIVITIES POLICY & FORM 700**

- A. All employees are free to express their political opinions and to participate in partisan politics in any capacity in their off duty hours.
- B. The rights of SBCAG employees to register and vote as they choose shall not be infringed.
- C. All employees are free to contribute to political candidates or ballot measures and campaign for, and serve in, elected office. SBCAG employees shall not serve as a member of the SBCAG Board.
- D. SBCAG employees or Board members may not solicit or receive political funds or contributions to promote the passage or defeat of any ballot measure during the working hours of its officers and employees, or in SBCAG offices. (Gov. Code § 3209.)
- E. Board members or employees of SBCAG, or candidates for elective office of SBCAG, may not directly or indirectly solicit political contributions from Board members or employees of SBCAG unless the solicitation is part of a solicitation made to a significant segment of the public which may incidentally include Board members and employees of SBCAG. (Gov. Code § 3205(c).)
- F. No SBCAG employee or Board member shall participate in political activities of any kind while in an SBCAG uniform or other SBCAG-issued clothing. (Gov. Code § 3206.)
- G. SBCAG employees and Board members are prohibited from engaging in political activity on SBCAG premises during working hours. (Gov. Code § 3207.)

**16.1 Improper Dealing with Public Officials, Suppliers, or Others**

Employees may not engage in any of the following activities:

- A. Furnish gifts, entertainment or meals at SBCAG expense without written approval of the Executive Director
- B. Solicit or accept for personal benefit any payments, fees, gifts, free services, lodging, meals or anything else from a supplier, meeting facility or other vendor that does or may do business with the SBCAG.
- C. Attend trips sponsored by a service vendor, such as paid trips for hotel, cruises, etc.

## **16.2 Social Events, Prizes and Gifts**

SBCAG employees assigned to positions in which they may work with sponsors of legislation, policies, programs, products or services, etc. may attend events of such sponsors only if it is reasonably likely that SBCAG will benefit from such attendance, or use the sponsor's service or product and such participation allows for opportunities to meet with the sponsor's representatives or to learn more about its services or products.

Should a random drawing be held in conjunction with such an event, staff may participate and may receive an award or gift personally. Minimal awards or gifts (\$50 or less in value) given to all attendees at such events or sent on a "mass mailing" basis by a vendor to clients may be accepted. Awards or gifts of more than a minimal value (\$50) must be reported to SBCAG. When the value of the award or gift is in doubt, the award or gift should be reported to SBCAG.

## **16.3 Personal, Business or Financial Conflicts**

Employees must avoid any activity, agreement, business investment, or interest that could be in conflict with SBCAG's interests or that could interfere with the employee's duty and ability to best serve SBCAG and its members. If an employee is unsure whether a conflict exists, the employee should consult the employee's Division Manager immediately. Prohibited activities include, but are not limited to:

- A. Owning, operating, or being employed as an employee or consultant by any business that does business with SBCAG or its membership.
- B. Having a direct or indirect financial relationship with a competitor, public official or supplier; however, no conflict will exist in the case of ownership of less than one percent of the publicly traded stock of a corporation.
- C. Engaging in any other employment or personal activity during the employee's work hours, or using SBCAG supplies or equipment in other employment.
- D. Using SBCAG's name, logo, stationery, supplies, or other property for personal purposes, unless the Executive Director has granted written approval in advance of that use.
- E. Soliciting SBCAG employees, suppliers, or public officials to purchase goods or services of any kind for non-SBCAG purposes, or making contributions to any organizations or in support of any causes, unless the Executive Director has granted written approval in advance (This prohibition does not apply to occasional fund raising activities, such as youth program or charities. However, employees and their relatives are requested to refrain from soliciting public officials. All solicitations must occur during non-working hours, and may not involve the use of SBCAG telephones, computers or other equipment.)

- F. Soliciting or entering into any business or financial transaction with an SBCAG employee whom the employee supervises, either directly or indirectly, unless the Executive Director has granted written approval in advance of that transaction (This includes, but is not limited to, hiring a subordinate to perform personal services. This prohibition does not apply to one-time transactions that are completely personal in nature. Such transaction would be in the nature of selling a personal automobile or items normally found at a garage sale.)

When a conflict of interest is found to exist, the conflict may result in discipline or termination of employment, when appropriate to eliminate the conflict.

## **17. POLICY AGAINST DISCRIMINATION, HARASSMENT AND RETALIATION**

### **17.1 Purpose**

SBCAG has a strong commitment to prohibiting and preventing discrimination, harassment and retaliation in the workplace. SBCAG has zero tolerance for any conduct that violates this Policy. Conduct need not rise to the level of a violation of state or federal law to violate this Policy. Instead, a single act can violate this Policy and provide grounds for discipline or other appropriate sanctions. This Policy establishes a complaint procedure for investigating and resolving internal complaints of discrimination, harassment and retaliation. SBCAG encourages all covered individuals to report any conduct they believe violates this Policy as soon as possible to the Executive Director and Human Resources. Any retaliation against an employee because he or she filed or supported a complaint or because he or she participated in the complaint resolution process is prohibited. Individuals found to have retaliated in violation of this Policy will be subject to appropriate sanction or disciplinary action, up to and including termination.

### **17.2 Covered Individuals and Scope**

The individuals covered by this Policy are: applicants, employees regardless of rank or title, elected or appointed officials, interns, volunteers, and contractors. This Policy applies to all terms and conditions of employment, internships, and volunteer opportunities, including, but not limited to, selection, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation, and training.

### **17.3 Definitions – Protected Classification**

This Policy prohibits harassment, discrimination or retaliation because of an individual's protected classification. "Protected Classification" includes race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or military and veteran status, or any other basis protected by law (Gov. Code § 12940(a); Title VII of the Civil Rights Act of 1964.) This Policy prohibits discrimination, harassment or retaliation because: 1) of an individual's protected classification; 2) the perception that an individual has a protected classification; or 3) the individual associates with a person who has or is perceived to have a protected classification.

### **17.4 Definitions – Protected Activity**

This Policy prohibits discrimination, harassment or retaliation because of an individual's protected activity. Protected activity includes making a request for or receiving an accommodation for a disability; making a request for or receiving accommodation for religious beliefs or practices; making or supporting a complaint under this Policy; opposing violations of this Policy; or participating in an investigation pursuant to this Policy.

### **17.5 Definitions – Discrimination**

This Policy prohibits treating covered individuals differently and adversely because of the individual's protected classification, actual or perceived; because the individual associates with a person who is member of a protected classification, actual or perceived; or because the individual participates in a protected activity as defined in this Policy. (Gov. Code § 12926(o).)

### **17.6 Definitions - Harassment**

Harassment includes, but is not limited to, the following types of behavior that are taken because of a covered individual's actual or perceived protected classification:

- A. Speech, such as epithets, derogatory comments or slurs, and propositioning on the basis of a protected classification. This includes inappropriate comments about appearance, dress, physical features, gender identification, or race, ethnic or sexually-oriented stories and jokes.
- B. Physical acts, such as assault, impeding or blocking movement, offensive touching, or physical interference with normal work or movement. This includes pinching, grabbing, patting, or making explicit or implied job threats or promises in return for submission to physical acts.
- C. Visual acts, such as derogatory gestures, posters, cartoons, emails, pictures or drawings related to a protected classification.
- D. Sexual advances, requests for sexual favors and other acts of a sexual nature, where submission is made a term or condition of employment, where submission to or rejection of the conduct is used as the basis for employment decisions, or where the conduct is intended to or actually does unreasonably interfere with an individual's work performance or create an intimidating, hostile, or offensive working environment. (Gov. Code §12940(j); 2 Cal. Code Regs § 11091(b)(1).)

### **17.7 Guidelines for Identifying Harassment**

Harassment includes any conduct that would be unwelcome or unwanted to an individual of the recipient's same protected classification. The following guidelines to determine if conduct is unwelcome or unwanted will be followed:

- A. It is no defense that the recipient "appears" to have consented to the conduct at issue by failing to protest about the conduct. A recipient may not protest for many legitimate reasons, including the need to avoid being insubordinate or to avoid being ostracized or subjected to retaliation.
- B. Simply because no one has complained about a joke, gesture, picture, physical contact, or comment does not mean that the conduct is welcome. Harassment can evolve over time. Small, isolated incidents might be

tolerated up to a point. The fact that no one has yet complained does not preclude someone from complaining if the conduct is repeated in the future.

- C. Even visual, verbal, or physical conduct between two people who appear to welcome the conduct can constitute harassment of a third person who witnesses the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not explicitly or specifically directed at a particular individual.
- D. Conduct can constitute harassment even if the individual has no intention to harass. Even well intentioned conduct can violate this Policy if the conduct is directed at, or implicates a protected classification, and if an individual would find it offensive (e.g., gifts, over-attention, endearing nicknames, hugs).

### **17.8 Definitions - Retaliation**

Retaliation occurs when adverse conduct is taken against a covered individual because of the individual's protected activity as defined in this Policy. "Adverse conduct" may include but is not limited to: disciplinary action, counseling, taking sides because an individual has reported harassment or discrimination; spreading rumors about a complainant or about someone who supports or assists the complainant; shunning or avoiding an individual who reports harassment or discrimination; or making real or implied threats of intimidation to prevent or deter an individual from reporting harassment or discrimination.

### **17.9 Complaint Procedure**

A covered individual who believes he or she has been subjected to discrimination, harassment or retaliation may make a complaint -- orally or in writing -- to any Division Manager without regard to any chain of command. Any Division Manager or management employee who receives a harassment complaint should immediately notify the Executive Director and Human Resources. Upon receiving notification of a harassment complaint, Human Resources will complete and/or delegate the following steps. If Human Resources is accused, or a witness to the events at issue, an individual with higher authority will complete and/or delegate the following steps.

- A. Authorize and supervise the investigation of the complaint and/or investigate the complaint. The investigation will usually include interviews with: 1) the complainant; 2) the accused; and 3) other persons who have relevant knowledge concerning the allegations in the complaint.
- B. Review the factual information gathered through the investigation to determine whether the alleged conduct violates the Policy giving consideration to all factual information, the totality of the circumstances, including the nature of the conduct, and the context in which the alleged incidents occurred.

- C. Report a summary of the determination as to whether this Policy has been violated to appropriate persons. If discipline or sanctions are imposed, the level of discipline or sanctions will not be communicated to the complainant.
- D. If conduct in violation of this Policy occurred, take or recommend to the Executive Director prompt and effective remedial action. The remedial action will be commensurate with the severity of the offense.
- E. Take reasonable steps to protect the complainant from further harassment, discrimination or retaliation.

SBCAG takes a proactive approach to potential Policy violations and will conduct an investigation if its Division Manager or management employees become aware that harassment, discrimination or retaliation may be occurring, regardless of whether the recipient or third party reports a potential violation.

#### **17.10 Option to Report to Outside Administrative Agencies**

An individual has the option to report harassment, discrimination or retaliation to the U.S. Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH). These administrative agencies offer legal remedies and a complaint process. The nearest offices are listed on the Internet, in the government section of the telephone book or employees can check the posters that are located on SBCAG bulletin boards for office locations and telephone numbers.

#### **17.11 Confidentiality**

Every effort will be made to assure the confidentiality of complaints made under this Policy to the greatest extent allowed by law. Complete confidentiality cannot occur, however, due to the need to fully investigate and the duty to take effective remedial action. An employee who is interviewed during the course of an investigation is prohibited from attempting to influence any potential witness while the investigation is ongoing. An employee may discuss his or her interview with a designated representative. SBCAG will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order.

#### **17.12 Responsibilities**

- A. Each non-Division Manager is responsible for:
  - 1. Treating all individuals in the workplace or on worksites with respect and consideration.
  - 2. Modeling behavior that conforms to this Policy.
  - 3. Participating in periodic training.

4. Cooperating with SBCAG's investigations by responding fully and truthfully to all questions posed during the investigation.
  5. Taking no actions to influence any potential witness while the investigation is ongoing.
  6. Reporting any act he or she believes in good faith constitutes harassment, discrimination, or retaliation as defined in this Policy, to his or her immediate Division Manager, or Human Resources.
- B. In addition to the responsibilities listed above, each Division Manager is responsible for:
1. Informing employees of this Policy.
  2. Taking all steps necessary to prevent harassment, discrimination, and retaliation from occurring, including monitoring the work environment and taking immediate appropriate action to stop potential violations, such as removing inappropriate pictures or correcting inappropriate language.
  3. Receiving complaints in a fair and serious manner, and documenting steps taken to resolve complaints.
  4. Following up with those who have complained to ensure that the behavior has stopped and that there are no reprisals.
  5. Informing those who complain of harassment or discrimination of his or her option to contact the EEOC or DFEH regarding alleged Policy violations.
  6. Assisting, advising, or consulting with employees and the Executive Director and Human Resources regarding this Policy.
  7. Assisting in the investigation of complaints involving employee(s) in their departments and, when appropriate, if the complaint is substantiated, recommending appropriate corrective or disciplinary action in accordance with these Policies, up to and including termination.
  8. Implementing appropriate disciplinary and remedial actions.
  9. Reporting potential violations of this Policy of which he or she becomes aware to the Executive Director and Human Resources, regardless of whether a complaint has been submitted.
  10. Participating in periodic training and scheduling employees for training on abusive conduct and sexual harassment prevention.

Failure to comply with the responsibilities outlined in section “17.12 Responsibilities” may be grounds for discipline, up to and including termination.

## **18. REASONABLE ACCOMMODATION AND INTERACTIVE PROCESS**

### **18.1 Reasonable Accommodation Policy**

Absent undue hardship or direct threats to the health and safety of employee(s), SBCAG provides employment-related reasonable accommodations to qualified individuals within the meaning of the California Fair Employment and Housing Act and the Americans with Disabilities Act.

### **18.2 Reasonable Accommodation Procedure**

#### **A. Request for Accommodation**

An employee or applicant who desires a reasonable accommodation in order to perform essential job functions should make such a request in writing, if possible, to their direct Division Manager and Human Resources. The request must identify the job-related functions at issue and the desired accommodation(s). Human Resources is authorized to receive and review requests for accommodation, engage in an interactive discussion with the disabled employee or applicant, and authorize or deny accommodation requests.

#### **B. Reasonable Documentation of Disability**

Following receipt of the request, SBCAG may require additional information, including reasonable medical documentation, confirming the disability, the need for accommodation, along with the name and credentials of the employee's health care provider.

#### **C. Fitness for Duty Examination**

SBCAG may require an applicant or employee to undergo a fitness for duty examination to determine whether the employee has a disability that impairs his or her ability to perform essential job functions and/or whether the employee can perform the essential job functions of the position with or without reasonable accommodation. SBCAG may also require that an SBCAG-approved physician conduct the examination.

#### **D. Interactive Process Discussion**

Upon receiving the results of a fitness-for-duty report, or determining that a report is not necessary, or whenever a request for accommodation is made SBCAG will arrange for a discussion with the applicant or employee. The purpose of that discussion will be to collaborate in good faith to explore all potential reasonable accommodations.

**E. Case by Case Determination**

After the interactive process communications, Human Resources will review the information received, and determine: whether all available information has been reviewed; whether all potential accommodations that the applicant or employee has suggested have been considered; whether additional discussions with the applicant or employee would be helpful; whether the applicant's or employee's preferences have been taken into account; if there is a reasonable accommodation that would enable the applicant or employee to perform essential job functions without harming him or herself or others; and if the accommodation(s) would pose an undue hardship on SBCAG finances or operations. Human Resources will inform the applicant or employee of the determination in writing. Human Resources will use discretion based upon the particular facts of each case.

## **19. SUBSTANCE ABUSE POLICY**

### **19.1 Purpose and Scope**

SBCAG strives to maintain its worksite(s) free from the illegal use, possession, or distribution of alcohol or of controlled substances, as defined in schedules I through V of the Controlled Substances Act, 21 United States Code §812, and by regulation at 21 Code of Federal Regulations Part1308. Unlawful manufacture, distribution, dispensing, possession, use, or sale of alcohol or of controlled substances by SBCAG employees and contractors in the workplace, on SBCAG premises, at official SBCAG functions, or on SBCAG business is prohibited. In addition, employees shall not use illegal substances or abuse legal substances in a manner that impairs work performance.

Employees found to be in violation of this Policy may be subject to corrective action, up to and including dismissal, under applicable SBCAG policies, or may be required, at the discretion of SBCAG, to participate satisfactorily in a treatment program.

SBCAG employees are provided (at hire and at other times during employment) a “Statement of a Drug-Free Workplace” to ensure compliance with this Policy.

### **19.2 Drug- and Alcohol-Free Awareness Program**

SBCAG recognizes dependency on alcohol and other drugs as a treatable condition and offers programs and services for SBCAG employees with substance dependency problems. Employees are encouraged to seek assistance, as appropriate, from SBCAG’s Employee Assistance Program, the employee’s health care provider and/or through community resources. Information obtained regarding an employee during participation in such program or services will be treated as confidential, in accordance with Federal and State laws.

### **19.3 Prohibited Conduct**

- A. The manufacture, distribution, sale, dispensation, possession, or use of any controlled substance in either SBCAG workplaces or wherever SBCAG business is performed. (41 USC §§ 701-702; Gov. Code § 8355(a)(1).)
- B. Working if impaired by alcohol, medications, drugs or any controlled substance.
- C. An employee’s failure to notify his/her Division Manager before beginning work when taking medications or drugs, which could interfere with the safe and effective performance of duties or operation of vehicles or SBCAG equipment.
- D. An employee’s failure to notify Human Resources of any criminal conviction for a drug violation that occurred in the workplace within five days after such conviction. (41 USC § 701-702.)

- E. An employee's criminal conviction for a drug violation that occurred in the workplace.

**20. DISCIPLINARY PROCESS FOR REGULAR EMPLOYEES**

The following discipline procedures only apply to SBCAG's regular employees as defined in Section 3.1 above. All employees other than regular employees, namely extra-help, or at-will employees, may be disciplined or separated at will, with or without cause, and without the disciplinary procedures listed below. The following discipline procedures apply only to suspension without pay, reduction in pay, demotion, or dismissal for regular status employees

**A. "Skelly" Notice of Intended Disciplinary Action to Employee:**

A written notice of the intended disciplinary action shall be given to the employee by Human Resources and the Division Manager, which will include the following information:

1. The level of the intended discipline;
2. The specific charges that support the intended discipline;
3. A summary of the facts that show the elements of each charge at issue in the intended discipline;
4. A copy of all materials upon which the intended discipline is based;
5. Notice of the employee's right to respond to the Division Manager regarding the intended discipline within five (5) days from the date of the notice, either by requesting a Skelly conference, or by providing a written response, or both;
6. Notice of the employee's right to have a representative of his or her choice at the Skelly conference; and
7. Notice that failure to respond by the time specified constitutes a waiver of the right to respond prior to final discipline being imposed.

**B. Response by Employee and Skelly Conference**

If the employee requests a *Skelly* conference, the Division Manager or designee will conduct an informal meeting with the employee. During the informal meeting, the employee shall have the opportunity to rebut the charges against him or her and present any mitigating circumstances. The Division Manager will consider the employee's presentation before issuing the disciplinary action. The employee's failure to attend the conference, or to deliver a written response by the date specified in the *Skelly* notice, is a

waiver of the right to respond, and the intended disciplinary action will be imposed on the date specified in the *Skelly* letter.

**C. Final Notice of Discipline**

After the *Skelly* conference and/or timely receipt of the employee's written response, the Division Manager will: 1) take no disciplinary action; 2) modify the intended discipline; or 3) impose the intended disciplinary action. In any case, the Division Manager will provide the employee with a notice that contains the following:

1. The level of discipline, if any, to be imposed and the effective date of the discipline;
2. The specific charges upon which the discipline is based;
3. A summary of the facts that show that the elements of each charge at issue in the intended discipline;
4. A copy of all materials upon which the discipline is based; and
5. A reference to the employee's appeal right and deadline to appeal.

**D. Delivery of the Final Notice of Discipline**

The final notice of discipline will be sent by the mail method that verifies delivery to the last known address of the employee, or delivered to the employee in person. Even if the notice is not deliverable because the employee has moved without notifying SBCAG or the employee refuses to accept delivery, the effective date of discipline will be the date the final notice was mailed.

**20.1 Discipline Appeal Procedures**

The following appeal procedures only apply to SBCAG's regular employees. All employees other than regular employees, namely extra-help or at-will, may be disciplined or separated at will, with or without cause, and without the disciplinary appeal procedures listed below. The following appeal procedures apply only to suspension without pay, demotion, reduction in pay or dismissal.

**A. Request for Appeal Hearing**

An employee may submit a written request for appeal to Human Resources within 14 calendar days from: 1) receipt of the final notice of discipline; or 2) the date the final notice was placed in the mail to the last known address of the employee. Failure to file a timely written request for an appeal waives the right to an appeal hearing and any appeal of the discipline.

**B. Appeal Hearing Officer**

The appeal hearing officer shall be the Executive Director so long as the Executive Director did not serve as the *Skelly* officer for the discipline at issue. If the Executive Director served as the *Skelly* officer for the discipline at issue, then the appeal hearing officer shall be an individual designated by the Board who is selected through the California Office of Administrative Hearings (OAH).

**C. Date and Time of the Appeal Hearing**

Once the appeal hearing officer has been designated, Human Resources will set a date for an appeal hearing. The employee shall be notified in writing at least 21 days prior to the hearing of the scheduled date.

**D. Prehearing Notice of Witnesses and Evidence**

No later than 10 calendar days before the hearing date, each party will provide the other and the appeal hearing officer a list of all witnesses to be called (except rebuttal witnesses), and a copy of all evidence (except rebuttal evidence) to be submitted at the hearing. SBCAG will use numbers to identify its evidence; the employee will use alphabet letters. Neither party will be permitted to call any witness or evidence that has not been listed, unless that party can show that the party could not have reasonably anticipated the need for the witness or exhibit.

**E. Subpoenas**

Upon the request of either party, and upon his or her own motion, the hearing officer will issue subpoenas to compel attendance at the appeal hearing. Each party is responsible for serving his/her/its own subpoenas. SBCAG employees who are subpoenaed to testify during working hours will be released with pay to appear at the hearing. SBCAG employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually spend testifying.

**F. Continuances**

The appeal hearing officer may continue a scheduled hearing only upon good cause shown.

**G. Record of the Appeal Hearing**

The hearing shall be recorded, either electronically or by a court reporter, at the option of SBCAG. If SBCAG orders a transcript or makes a transcript of the recording, SBCAG will notify the employee within three days of ordering or making the transcript, and will provide a copy of the transcript upon receipt of the costs of duplication.

## H. **Employee Appearance**

The employee must appear personally before the hearing officer at the time and place set for the hearing. The employee may be represented by any person he or she may select.

## I. **Conduct of the Hearing:**

1. **Sworn Testimony:** All witnesses shall be sworn in prior to testifying. The hearing officer or court reporter shall request each witness to raise his or her hand and respond to the following: “Do you swear that the testimony that you are about to give is the truth, the whole truth, and nothing but the truth?”
2. **Evidence:** Hearings need not be conducted according to technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner that the hearing officer decides is the most conducive to determining the truth. The rules dealing with privileges shall be effective to the same extent that they are recognized in civil actions. Irrelevant or unduly repetitious evidence may be excluded. The appeal hearing officer shall determine the relevance, weight and credibility of testimony and evidence.
3. **Exclusion of Witnesses:** During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing.
4. **Burden of Proof:** SBCAG has the burden of proof by the preponderance of the evidence.
5. **Authority of Hearing Officer:** The appeal hearing officer shall not have the power to alter, amend, change, add to, or subtract from any of the terms of these Policies.
6. **Professionalism:** All parties and their attorneys or representatives shall not, by written submission or oral presentation, disparage the intelligence, ethics, morals, integrity or personal behavior of their adversaries or the appeal hearing officer.

## J. **Presentation of the Case**

The parties will address their remarks, evidence, and objections to the appeal hearing officer. The appeal hearing officer may terminate argument at any time and issue a ruling regarding an objection or any other matter. The appeal hearing officer may limit redundant or irrelevant testimony, or directly question the witness. The hearing will proceed in the following order unless the appeal hearing officer directs otherwise:

1. SBCAG is permitted to make an opening statement;

2. The employee is permitted to make an opening statement;
3. SBCAG will produce its evidence;
4. The employee will produce its evidence;
5. SBCAG, followed by the employee, may present rebuttal evidence;
6. Oral closing arguments of no more than 20 minutes may be permitted at the discretion of the appeal hearing officer. SBCAG argues first, the employee argues second, and if SBCAG reserved a portion of its time for rebuttal, SBCAG may present a rebuttal.

**K. Written Briefs**

Either party may request to submit a written brief and/or a draft decision. The appeal hearing officer will determine whether to allow written briefs or draft decisions, the deadline for submitting briefs, and the page limit for briefs.

**L. Appeal Hearing Officer's Recommended Decision**

Within 60 days of the conclusion of the hearing, the appeal-hearing officer shall make written findings and a recommended decision as to the discipline.

1. If the Executive Director was not the appeal hearing officer or the *Skelly* officer he or she shall review the findings and recommendations of the appeal hearing officer and may then affirm, revoke, or modify the findings, recommendations, or disciplinary action taken. The decision of the Executive Director is final. There is no process for reconsideration.
2. If the Executive Director was the *Skelly* officer, the Board shall review the findings and recommendations of the appeal hearing officer and may then affirm, revoke, or modify the findings, recommendations, or disciplinary action taken. The decision of the Board is final. There is no process for reconsideration.

**M. Proof of Service of the Written Findings and Decision**

SBCAG will mail a copy of the final written findings and decision, along with a proof of service of mailing that confirms that each of the parties and each of the parties' representatives were mailed the final written findings and decision. It shall be the responsibility of the employee to inform SBCAG of his or her address. A copy of the decision shall also be provided to Human Resources.

N. **Judicial Review**

Judicial review may be had by filing a petition for a writ of mandate. Code of Civil Procedure § 1094.6 as it may be amended from time to time shall be applicable to the judicial review of appeal hearing officer decisions.

## **21. PERSONNEL FILES**

### **21.1 Personnel Files**

#### **A. Confidential SBCAG Files**

SBCAG maintains a personnel file on each employee. Files are kept for at least three years after separation of employment. (Labor Code § 1198.5(c)(1).) A personnel file will contain only material that SBCAG deems necessary and relevant or that is required by law. Personnel files are the property of SBCAG, and access to the information they contain is restricted to protect employee privacy interests.

#### **B. Notification of Changes**

Each employee is responsible to promptly notify Human Resources of any changes in his or her contact and benefits information, including: mailing address; telephone number; persons to contact in emergency; and number and names of dependents.

#### **C. Access to Applicant or Employee Medical Information**

All medical information about an employee or applicant is kept in separate medical files and is treated as confidential. Access to employee or applicant medical information shall be strictly limited to only those with a legitimate need to have such information for SBCAG business reasons, or if access is required by law, subpoena or court order. In the case of an employee with a disability, Division Managers may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations. (2 Cal.Code Regs § 11069(g)(1).)

#### **D. Employee Access to Personnel File**

##### **1. Inspection of File:**

A current employee may inspect his or her own personnel file, at reasonable times and at reasonable intervals, within 30 days of a written request. A former employee is entitled to inspect his or her personnel records one time per year. (Labor Code § 1198.5(d).) A current or former employee and/or his or her representative, who wishes to review his or her personnel file should make a written request to Human Resources. (Labor Code § 1198.5(b)(2)(A).) The inspection must occur in the presence of Human Resources or designee and: 1) at a location where the employee works and at a time other than the employee's work time (Labor Code § 1198.5(b)(1)); or 2) at another agreed upon location without loss of compensation to the employee. (Labor Code § 1198.5(c)(2).)

**2. Copies:**

A current or former employee is entitled to receive a copy of his or her personnel records within 30 days after the employer receives a written request. (Labor Code § 1198.5(b)(1).) A current or former employee who wishes to receive such a copy should contact Human Resources in writing. SBCAG may charge a fee for the actual cost of copying. (Labor Code § 1198.5(b)(1); 1198.5 (b)(2)(A).)

**3. Representative's Inspection:**

If the current or former employee wishes to have another person/representative inspect his or her personnel file, he or she must provide the person/representative with written authorization. (Labor Code § 1198.5(e).) Human Resources will notify the employee and/or representative of the date, time and place of the inspection in writing.

**4. No Removal of File Documents:**

No person inspecting a personnel file is permitted to add or remove any document or other item to/from the personnel file.

**E. Limitations on Access or Copying of Personnel File**

Prior to making a copy of personnel records or allowing inspection, SBCAG may redact the names of employees. (Labor Code § 1198.5(g).) Under no circumstances will SBCAG provide access or copying of the following categories of personnel file documents: records relating to the investigation of a possible criminal offense; letters of reference; ratings, reports, or records that were obtained prior to employment, prepared by identifiable examination committee members, or obtained in connection with a promotional examination. (Labor Code § 1198.5(h).)

## **22. SELECTION AND HIRING: VOLUNTARY DEMOTION AND PROMOTION**

### **22.1 Recruitment**

Recruitment processes as determined necessary will seek out and secure qualified individuals to apply for positions at all levels within SBCAG.

#### **A. Recruitment Posting/Announcement**

Requirement is posted to SBCAG's website as well as other websites to announce vacancy. Job description, pay grade and instructions on how to apply are made available. All recruitments include a closing date in which applications will be received. Applications received after this closing date will not be accepted.

#### **B. Applications**

Job applications shall require information describing an individual's training, experience, and other pertinent information as deemed necessary to assess qualifications for the job. Applicants may be required to provide supplementary information, including but not limited to: answers to job-related questions; resume; licenses; certifications; diplomas; letters of recommendation; and references. All applications must be completed in full and signed, physically or electronically, by the person applying. Human Resources will not process any application which is not fully completed and signed. Should an applicant be hired to a position, the supplemental information shall become a part of the individual's permanent employment records; however access to some of the information may be restricted in accordance with Labor Code § 1198.5(h).

#### **C. Disqualification**

Human Resources may reject any application which: is not properly completed or incomplete; received after the application deadline; or indicates that the applicant does not meet the minimum qualifications for the position. These applicants are notified that they are not being considered for the vacancy.

#### **D. List of finalists is compiled**

Once all applications have been screened for the minimum requirements, human resources makes a short list of not more than six to eight finalists they would like to interview. For the sake of equity, the decisions are based on the information included on the applications.

**E. Interviews are scheduled**

Human Resources contacts the applicants who earned an interview. If an applicant chooses to withdraw from the process, SBCAG may decide to either interview the next most qualified candidate who did not earn an interview at first or continue the process with one less finalist.

**F. Interviews are Conducted**

Human Resources selects an interview panel and compiles a list of questions and written exercises deemed appropriate for the particular job. These questions and exercises are ranked/scored by each person on the interview panel. The panel then decides which finalists may be considered for the job. Those applicants being considered for the job will then meet with the Executive Director.

**G. Conditional Job Offer is extended**

Upon confirmation from the Executive Director, Human Resources verbally negotiates salary and a start date of employment. When an agreement has been reached, a letter documenting what Human Resources and the finalist negotiated is created for signature. This document is called the “offer letter”

**H. Conditional Job Offer is accepted**

The chosen finalist formally acknowledges the job offer by returning a signed offer letter. SBCAG then begins the paperwork necessary to hire the finalist.

**I. Necessary background, reference and criminal conviction checks are conducted**

**1. Background and reference checks**

After a conditional offer of employment has been made Human Resources will perform background and reference checks using the information provided on the job application. If Human Resources is unable to successfully perform these checks the applicant shall be asked for additional information in order to confirm prior employment history.

**2. Criminal Conviction Check**

After a conditional offer of employment has been made, Human Resources will request information about criminal convictions, except for misdemeanor marijuana-related convictions that are over two years old, or convictions that have been judicially sealed, eradicated, or expunged. (Labor Code §§ 432.7-432.8.) Unless required by law, SBCAG will not deny employment to any applicant solely because he

or she has been convicted of a crime. In accordance with Govt. Code § 12952, SBCAG may, however, consider the nature, gravity, date and circumstances of the offense, evidence of rehabilitation, as well as whether the offense is relevant to the duties of the position.

**J. Candidates not selected are notified**

Once SBCAG and the chosen finalist have agreed upon the terms of employment, the organization notifies all the other applicants that the position is filled.

**22.2 Hiring Decisions**

- A The Executive Director will make all hiring decisions except for those classifications that report directly to the governing body. The Executive Director has discretion to decide in what manner a vacancy shall be filled. Vacancies may be filled by reinstatement, promotion, transfer, demotion, or hiring of temporary/seasonal employees. The Board will make hiring decisions for those classifications that report to it.
- B. The newly hired employee shall report to the Executive Director or designee on the date designated by Human Resources in the offer letter. Otherwise, the applicant shall be deemed to have declined the job offer.

**22.3 Voluntary Demotion**

Upon request of the employee, and approval of the Executive Director and Division Manager, an employee may voluntarily demote to a position in a lower classification. No employee shall be demoted to a position for which he/she does not possess the minimum qualifications.

**22.4 Promotion**

SBCAG has adopted this policy to foster the advancement of its employees. This policy enhances the upward mobility of staff members, and complements the present business practices which allow for personnel development.

This policy is based on the recognition that in the course of meeting organizational goals/objectives, the duties and functions of an employee may change in complexity and responsibility. Promotions therefore, are based on status changes that involve increasing responsibility levels. The added benefits of promotion serve as an incentive for better work performance, enhance morale and create a sense of individual achievement and recognition. While good past performance enhances the validity of the promotion, it should not, of itself, be the primary nor sole reason for recommending an employee for promotion.

Promotional opportunities may occur because an employee has been given expanded duties, responsibilities and authority, progressing, for example, through a recognized family of titles (e.g., Transportation Planner I, II, III), or has moved to a different position

vacated as a result of another employee having been promoted, transferred, discharged, or retired. It is SBCAG's goal to ensure maximum opportunity for promotion from within consistent with the commitment to organizational needs, equal opportunity and budgetary constraints.

When considering employees for promotion the criteria used must be fair and unbiased, and all SBCAG employment policy requirements must be fully met and documented. Employees are to be considered for promotion regardless of age, sex, race, color, national origin, disability or any other protected status.

All SBCAG employees who have successfully completed the probationary period are eligible to be considered for promotion upon recommendation of his/her Division Manager or Executive Director. All recommendations for promotion shall be approved by the Executive Director.

## **23. RESIGNATION, LAYOFF AND SEPARATION**

### **23.1 Types of Separation**

All separations of employees from positions in SBCAG employment are designated as one of the following types:

- A. Release of extra help employee;
- B. Resignation;
- C. Retirement;
- D. Job abandonment;
- E. Layoff;
- F. Non-disciplinary separation;
- G. Disciplinary separation;
- H. At- Will separation for employees hired after January 18, 2018.

### **23.2 Resignation**

An employee who wishes to resign his or her SBCAG employment in good standing must submit written notice of resignation to the Executive Director at least two or more weeks prior to the planned separation date. The written notice must state the reasons for the resignation. Failure to follow the aforementioned procedure may be cause for denying future employment with SBCAG. A resignation becomes final when the Executive Director accepts the resignation in writing. A resignation can be accepted by the Executive Director even if it is submitted less than two weeks prior to the planned resignation date.

### **23.3 Return of Property**

All SBCAG property in the employee's possession must be returned prior to separation, including keys, key fobs, identification cards, equipment, credit cards, gas cards, cell phones, laptops, hotspots and any other SBCAG equipment.

## **24. SBCAG VEHICLE USE POLICY**

The purpose of this policy is to ensure the fair, prudent and efficient assignment and utilization of SBCAG vehicles and the safe utilization of any personal or other vehicle by employees of the Santa Barbara County Association of Governments (SBCAG) for purposes of conducting SBCAG business. SBCAG employees shall use SBCAG vehicles to conduct legitimate SBCAG business only.

### **24.1 SBCAG Pool Cars**

To maximize the use of SBCAG vehicles, the use of rental cars shall only be approved if a pool car is not available. Employees using SBCAG pool vehicles should be courteous and considerate of the next user. Pool vehicles should be returned clean and with a minimum of ½ tank of fuel. Upon return of a pool vehicle, the employee should remove all trash and personal belongings from the vehicle. Minor problems not affecting the safe operation of the vehicle should be noted and reported to Human Resources so that the problem may be repaired at the next scheduled maintenance service.

Unless deemed necessary by the Executive Director or Human Resources, pool cars shall not be kept by employees for extended periods of time (i.e. more than one week). When SBCAG business requires the use of a pool vehicle in the evening, or early the following morning, pool cars should be checked out at least 30 minutes prior to the end of the employee's normal workday in order to ensure availability.

Pool cars must be checked out utilizing SBCAG's Outlook resource calendar prior to use. Vehicles shall be parked in the lower parking lot facing Calle Real. Keys must be returned to the cabinet designated by Human Resources to allow for the ease of use by the next employee.

Employees found not following this policy shall be subject to the following:

- A. 1<sup>st</sup> offense - Verbal warning
- B. 2<sup>nd</sup> offense - Written warning placed in employee's personnel file
- C. 3<sup>rd</sup> offense - Employee Performance Review (EPR) negatively impacted with write up.
- D. 4<sup>th</sup> offense - Use of vehicle must be coordinated through employee's manager
- E. 5<sup>th</sup> offense - Loss of ability to utilize SBCAG vehicles

### **24.2 California Employer Pull Notice (EPN) Program**

SBCAG has elected to participate in the California Employer Pull Notice (EPN) program, which was established by California law, to provide California employers with a means of promoting driver safety through the ongoing review of employee driving records.

For more information: <http://www.dmv.ca.gov/vehindustry/epn/epngeninfo.htm>

The EPN program automatically generates a driver record when any of the following actions/activities occurs:

- A. Upon enrollment of driver in the EPN program
- B. Annually from the date of enrollment or 12 months from the last action/activity printout
- C. When a driver has any of the following actions/activities added to his/her driver record:
  1. Convictions
  2. Failures to Appear
  3. Accidents
  4. Driver License Suspensions or Revocations
  5. Any other actions taken against the driving privilege

Under the Investigative Consumer Reporting Agencies Act, Civil Code § 1786 et seq. (“ICRA”), employees are entitled to receive a copies of any public information received from the DMV. Employees shall be afforded a reasonable amount of time to challenge information obtained through the EPN program with the appropriate agency (e.g., Department of Motor Vehicles).

In order to verify employee driving records, SBCAG employees who will drive a SBCAG-owned vehicle, a rental car, or their personal vehicle to conduct SBCAG business must complete and sign the "DMV Employer Pull Notice Program Authorization for Release of Driver Record Information (INF 1101)" and return it to Human Resources.. Employees must all receive and sign BEFORE being entered into this program the “Election to Receive or Not Receive a Copy of Public Record Information for DMV EPN Program.” Employees who participate in the program and elect to receive DMV driver record information shall be given such information within seven days of its receipt by SBCAG.

Employees who do not wish to be a part of the EPN program of SBCAG must sign a waiver (INF 1101) and will not be authorized to drive any SBCAG vehicle, personal vehicle or rental car to conduct SBCAG business.

New hires may not drive any vehicle, including their personal vehicle, rental car or a SBCAG vehicle on SBCAG business until such time as their Driving Record has been obtained and determined to meet the criteria as set forth in this policy. Violation of this policy may lead to immediate dismissal.

SBCAG employees who do not complete the DMV INF 1101 form shall not be allowed to drive their personal vehicle, an SBCAG vehicle, rental vehicle or any other vehicle for purposes of conducting SBCAG business.

In addition, individuals working at SBCAG who are employed through an outside agency, interns and/or contractors shall not be allowed to drive a SBCAG vehicle, or SBCAG rental car while on SBCAG business.

SBCAG employee driving records obtained through the EPN program are considered confidential and shall be kept and reviewed by Human Resources. Records may be reviewed by the employee, SBCAG's auto insurance carrier and the employee's direct Division Manager when authorized by Human Resources or the Executive Director. Upon three years after termination of employment, DMV EPN records shall be destroyed and the employee's name shall be removed from the DMV EPN Program, provided there is no tort claim or lawsuit concerning the SBCAG employee driving record by or against SBCAG.

Upon termination of a driver's employment with SBCAG, Human Resources shall notify the DMV to discontinue the driver's enrollment in the EPN program. Employees must notify Human Resources when they have a change of address, as maintaining a current address is a requirement of SBCAG's DMV EPN program.

### **24.3 California Driver's License and Infractions**

Only SBCAG employees with a valid California driver's license in good standing (neither revoked, expired, nor suspended) and a driving record acceptable to SBCAG's insurance carrier, may operate their personal vehicle, an SBCAG vehicle, rental car or any other vehicle for SBCAG business related activities.

SBCAG employees who operate an SBCAG vehicle, their personal vehicle, rental car or any other vehicle while conducting SBCAG business with a California driver's license that is revoked, expired, or suspended will be subject to progressive disciplinary action, up to and including dismissal.

SBCAG employees are absolutely prohibited from driving any vehicle in the course and scope of SBCAG employment if the employee's driver's license has been suspended or revoked. It is the responsibility of the employee to notify Human Resources within 24 hours or next business day (whether or not it is an assigned work day) if his or her license is suspended or revoked. Failure to provide this prompt notification may lead to progressive disciplinary action, up to and including dismissal.

Employees who are convicted of operating a vehicle while under the influence of alcohol, prescription drugs, marijuana or any controlled substance while performing official SBCAG business in an SBCAG vehicle, rental car or their personal vehicle or any other vehicle will be subject to progressive disciplinary action, up to and including dismissal. Employees who commit driving infractions during the course and scope of employment may be subject to progressive disciplinary actions up to and including dismissal.

Employees are to report to their Division Manager and Human Resources immediately, and in no event any later than the end of the next business day, any and all citations for violations of the Motor Vehicle Code that occur when operating an SBCAG Vehicle, rental car or a personal vehicle on SBCAG business.

All incidents with any vehicle that result in injury and/or property damage shall be reported to the employee's Division Manager and Human Resources immediately, whether or not such incident is due to any error or omission on the part of the employee.

## **24.4 Insurance Coverage**

### **A. SBCAG Vehicles**

In California, the insurance follows the vehicle, not the person. Therefore, all authorized SBCAG employees will be fully covered while driving one of SBCAG's vehicles. SBCAG maintains the following coverage on its vehicles and authorized drivers:

1. \$5,000,000 owned auto liability with a \$2,500 deductible
2. Replacement cost value of SBCAG vehicles for physical damage with a \$1,000 deductible

### **B. Personal Vehicles**

A personal vehicle is defined as a vehicle owned, borrowed or rented by you personally. No employees shall be authorized to drive their personal vehicle while conducting SBCAG business unless the employee maintains and annually provides proof of the minimum liability insurance requirements for private passenger vehicles (California Insurance Code §11580.1b):

1. \$15,000 for injury/death to one person (SBCAG recommends \$100,000)
2. \$30,000 for injury/death to more than one person (SBCAG recommends \$300,000)
3. \$5,000 for damage to property (SBCAG recommends \$50,000)
4. State law dictates which insurance shall be primary (SBCAG's or employee's) and which shall be secondary when a person drives a personal vehicle for work purposes. This policy does not attempt to restate state law regarding defense, indemnification and excess insurance requirements. SBCAG provides excess liability coverage with a \$5,000,000 limit/ \$2,500 deductible.

Failure to provide proof whenever an employee's personal insurance coverage expires will result in the immediate revocation of the right to drive a personal vehicle while on SBCAG business.

### **C. Rental Vehicles**

When renting a vehicle from Enterprise for SBCAG business, the following insurance coverage is automatically provided by SBCAG's contract:

1. CDW/Collision and Damage Waiver with no deductible thereby providing total coverage for physical damage to the rental vehicle.
2. SLP/ Supplemental Liability Protection up to \$300,000.
3. SBCAG provides excess liability coverage with a \$5,000,000 limit/ \$2,500 deductible.
4. Roadside Assistance Protection: 1-800-307-6666

**D. Personal Property**

Neither SBCAG nor its insurance company will be responsible for any employee's or passenger's property; lost, stolen or damaged in or from a rental vehicle or personal vehicle being driven for SBCAG business purposes.

**24.5 Allowable Passengers**

Only SBCAG employees are allowed as passengers in SBCAG or rental vehicles being used on SBCAG business except as follows: (1) Non-SBCAG employees may travel as a passenger to meetings, conferences or other official gatherings related to SBCAG business in a ride-sharing arrangement; (2) as a passenger for purposes of testing SBCAG tools, technology and/or equipment ; and (3) immediate family members (children, spouse, parent or sibling) in an emergency as a part of SBCAG's Guaranteed Ride Home Program. Immediate family members may accompany SBCAG employees on business trips outside of the county, provided the employee is driving his/her personal vehicle.

**24.6 General Safety**

Vehicles shall be operated in a safe, defensive, legal and courteous manner. Drivers shall know and obey all motor vehicle traffic laws of the State and local jurisdictions in which they operate.

- A. Seat belts are required for the driver and any passengers in the vehicle.
- B. Smoking is prohibited in SBCAG vehicles.
- C. Vehicles shall be locked when parked. Keys shall not be left unattended in a SBCAG vehicle, or rental car.
- D. Talking on a cell phone or texting while driving any SBCAG vehicle, personal vehicle, or rental car while on SBCAG business is strictly prohibited, even with a hands free device.

All employees shall be diligent in their prevention of the misuse of SBCAG vehicles or rental cars. An employee who uses an SBCAG vehicle or rental car is responsible for removing trash and litter that accumulates in the vehicle during his or her use. SBCAG vehicles or rental cars shall not be used to push stalled vehicles, be driven off-road or be used in a manner that may damage the vehicle. Knowledge of misuse or mistreatment of SBCAG vehicles or rental cars shall be reported to Human Resources immediately.

Any serious operational deficiencies of the vehicles shall be reported immediately to the appropriate repair/maintenance person or facility:

- A. SBCAG vehicle – Human Resources or administrative staff who handles vehicle maintenance
- B. Enterprise Rental Car – The Enterprise rental location

## **24.7 Mileage Reimbursement**

### **A. Personal Vehicles**

Pursuant to Title 8 of the California Code of Regulations and Section 2802 of the California Labor Code, employers are responsible for providing mileage reimbursement to employees for mileage incurred when using the employee's personal vehicle for company business. The employee's regular commute to work is not reimbursable under the statute, but travel during the course of the business day (for work purposes) will be reimbursed. Similarly, travel to and from a required training or meeting, even if the travel is not on a business day, will be reimbursed by the employer. If the employer provides a vehicle for employees to use, the company is responsible for all costs associated with that vehicle.

To clarify the above, if an employee drives straight from home to a meeting the employee's mileage is only covered between the shortest distances: either between the meeting and office and/or the meeting and the employee's home.

Employees who use their personal vehicle for SBCAG business will be reimbursed for each mile driven on SBCAG business as defined above. Said reimbursement shall be at the amount per mile exempted by the Internal Revenue Service for reporting income.

### **B. SBCAG Vehicles/SBCAG rentals**

There is no mileage reimbursement for SBCAG vehicles or Enterprise rental cars. Should an employee use his or her personal credit card to refuel one of the aforementioned vehicles the employee may submit a request for reimbursement.

## **25. AGENCY EQUIPMENT OR RESOURCES**

SBCAG equipment or resources is comprised of any SBCAG-owned or supplied item or resource, including, but not limited to: intellectual property (e.g., photographs, plans, drawings, formulas, customer lists, designs, formulas), vehicles, telephones, cell phones, tools, machines, supplies, copy machines, facsimile machines, desks, office equipment, computers (including hardware and software), file cabinets, lockers, desks, Wi-Fi, internet, intranet, SBCAG network, data systems, routers, voice mail, servers, and email or voice mail communications stored in or transmitted through SBCAG electronic resources or equipment.

### **25.1 No Expectation of Privacy**

SBCAG periodically and without prior notice, monitors, reviews, accesses, or retrieves data from its equipment or resources, including electronic communications and content contained in or transmitted through SBCAG networks or electronic resources. SBCAG employees must provide the agency with the employee's username or password for any SBCAG issued equipment or resource. The existence of passwords or delete functions does not restrict SBCAG's access. As a result, SBCAG employees have no expectation of privacy in their use of any SBCAG equipment or resources.

### **25.2 Incidental Personal Use of SBCAG's Communications Equipment Permitted**

Employees may use SBCAG telephones, cell phones, internet access, and e-mail for incidental personal communications provided that the use:

- A. Is kept to a minimum and limited to break times or non-working hours;
- B. Does not interfere or conflict with SBCAG operations or the work performance of SBCAG employees;
- C. Allows the employee to more efficiently perform SBCAG work;
- D. Is not abusive, illegal, inappropriate, or prohibited by this Policy (for example, no social media use, no electronic dating, no gaming); and
- E. Clearly indicates it is for personal use and does not indicate or imply SBCAG sponsorship or endorsement.

### **25.3 iPad Usage**

#### **A. Ownership**

iPads are provided to certain staff members to facilitate work-related communications. All iPads issued are the property of SBCAG and staff have no ownership, interest or right to title to the iPad or any information stored or annotated on the device. Upon receipt of an iPad from SBCAG, staff agree to return such iPad to SBCAG upon demand or upon separation

from employment from SBCAG in good working order. The security and care of each iPad and the information stored on it is the responsibility of each staff member respectively, while it is issued to that person. All iPads will be covered by the Apple Protection Plan. Any technical, warranty or repair issues relating to such iPads shall be the responsibility of SBCAG. Upon the termination of staff member, the iPad shall be returned to SBCAG in good working order. Replacement iPads shall be issued from time to time due to wear and tear usage or material technology updates.

**B. License Agreements**

SBCAG is the sole licensee of the software included with the iPad. Any copying, modification, merging or distribution of software, including written documentation is prohibited. Any individual issued an iPad is responsible for complying with any and all hardware, software and service provider license agreements, terms of use and applicable state and federal copyright laws, as well as any other intellectual property protections. Violations of any such licenses, terms or laws shall constitute a violation of this policy and may subject the user to revocation of such privileges.

**C. Liability**

1. Staff members are responsible for all materials sent by and/or stored or annotated on the iPad issued to them. The users accept responsibility for keeping the iPad free from all inappropriate or dangerous files.
2. SBCAG is not liable for any material sent by, or any material stored on, iPads issued other than SBCAG data loaded on the iPad in connection with SBCAG business

**D. Acceptable Use**

1. SBCAG only authorizes use of its iPads in the manner that supports its mission.
2. Personal use is permissible, but it may not interfere with SBCAG's mission or interfere with or negatively impact any other person's or entity's rights, nor conflict with laws or SBCAG policies.
  - a) Notwithstanding the above, SBCAG iPads are not to be used for personal profit or non-profit business purposes, including but not limited to advertising, rentals, selling or buying goods or services or solicitations.
  - b) SBCAG iPads are not to be used for illegal activities, including, but not limited to the storage or transmission of copyrighted materials not in the name of SBCAG.

3. Installation of any application on an issued iPad that results in a cost to SBCAG is prohibited.

**E. Loss or Damage**

1. Staff members are responsible for the safety and security of their assigned iPads.
2. Theft, loss of, or damage to a SBCAG iPad must be reported immediately to Human Resources.
3. Staff must not modify, upgrade or attempt to repair iPads issued under this policy without the express advance permission of SBCAG. All repairs must be made through the AppleCare Protection Plan.

**F. Data Plan/Internet Access**

1. SBCAG will provide a data plan

**G. Acceptance**

1. Staff may, in their discretion, decline acceptance of an iPad. In such instance, staff may not be offered substitute equipment and will be forced to access SBCAG information by other means.
2. All staff who accept an iPad from SBCAG agree and acknowledge, without restriction or reservation that any information contained in such iPad, including annotation stored on the secured website, may be subject to incidental review by SBCAG regardless of whether the information is SBCAG related or personal in nature.

## **25.4 Pool Laptop Usage**

Pool laptops have been made available to facilitate work-related communications when away from the office as a measure to provide convenience of portability.

Employees using SBCAG pool laptops should be courteous and considerate of the next user by ensuring they follow this policy. Employees who choose to take advantage of a pool laptop shall confirm that they understand and will comply with this policy. Employees must additionally understand and accept responsibility for safeguarding of the laptop itself as well as the data stored on the laptop.

Laptop users are expected to exercise reasonable care and take the following precautions to limit SBCAG's exposure to risk.

- A. Take reasonable care of the safety and security of the laptop while in the employee's possession.

- B. Laptops should be carried and stored in the padded laptop computer bag provided to reduce the chance of accidental damage.
- C. Installation of any applications not authorized by SBCAG is prohibited.
- D. Theft, loss or damage to a laptop should be reported immediately to Human Resources.
- E. A physical inspection of the laptop itself and inspection to ensure power cables, mice, etc. are in the laptop bag prior to checking it out and upon return should be completed.

Unless deemed necessary by the Executive Director or Human Resources, laptops shall not be kept for extended periods of time (i.e. more than one week). Employees are responsible for the safe and timely return of the laptop.

Laptops must be checked out utilizing SBCAG's Outlook resource calendar prior to its use.

Employees found not following this policy shall be subject to the following:

- A. 1<sup>st</sup> offense - Verbal warning
- B. 2<sup>nd</sup> offense - Written warning placed in employee's personnel file
- C. 3<sup>rd</sup> offense - Employee Performance Review (EPR) negatively affected with write up.
- D. 4<sup>th</sup> offense - Use of laptop must be coordinated through employee's manager
- E. 5<sup>th</sup> offense - Loss of ability to utilize SBCAG laptops

## **26. EMAIL POLICY**

SBCAG's email system is an official communication tool for SBCAG business. SBCAG establishes and assigns official email addresses to each employee, as SBCAG deems necessary. Employees must send all SBCAG communications that are sent via email to and from his or her official SBCAG email address. Employees are prohibited from using their private email address (such as Gmail, yahoo, MSN/Hotmail, etc.) when communicating SBCAG business via email. Should an email related to SBCAG business be sent to an employee's personal email account, the email should be immediately forwarded to the employee's SBCAG email account and responded to accordingly.

## **27. POLICY AGAINST VIOLENCE IN THE WORKPLACE**

### **27.1 Safe and Secure Workplace**

SBCAG is committed to providing a safe and secure workplace and will not tolerate acts or threats of violence in the workplace. (Labor Code § 6400.) The workplace includes any location where SBCAG business is conducted, including vehicles and parking lots. Any violation of this Policy may lead to criminal prosecution, and/or disciplinary action, up to and including termination.

### **27.2 Prohibited Behavior**

Employees are prohibited from participating in or promoting acts of intimidation, violence, threats, coercion, assault and/or abusive behavior toward any person while in the course of SBCAG employment. SBCAG has zero tolerance for any conduct that references workplace violence, even if it was intended to be harmless, humorous, a prank, blowing off steam, or venting.

### **27.3 “Workplace Violence”**

“Workplace violence” is defined as any conduct that causes an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends, and/or property. Specific examples of workplace violence include, but are not limited to, the following:

- A. Threats or acts of physical harm directed toward an individual or his/her family, friends, associates, or property.
- B. The destruction of, or threat of destruction of, SBCAG property or another employee’s property.
- C. Fighting, challenging another person to fight, or participating in dangerous or threatening horseplay.
- D. Striking, punching, slapping, or assaulting another person.
- E. Grabbing, pinching, or touching another person in an unwanted way whether sexually or otherwise.
- F. Harassing or threatening phone calls
- G. Surveillance.
- H. Stalking.
- I. Possessing a weapon(s) during work hours unless SBCAG issues the weapon(s) for performance of the job. “Weapon” is defined as a firearm, chemical agent, club or baton, knife, or any other device, tool, or implement

that can cause bodily harm if used as a weapon or displayed in such a manner to cause harm or threaten a person with harm.

#### **27.4 Incident Reporting Procedures**

- A. Employees must immediately report to their Division Manager or Human Resources if they have been a victim of, or have witnessed, workplace violence. The Division Manager will immediately report the matter to Human Resources and the Executive Director.
- B. The Executive Director or Human Resources will document the incident, including the employee names(s), date/time, location, incident description, witness names and statements, description of unidentified parties, description of the act(s) and/or behavior arising from the incident, action taken, and provide any other relevant information regarding the incident.
- C. The Executive Director or Human Resources will take appropriate steps to provide security, such as:
  - 1. Placing the employee alleged to have engaged in workplace violence on administrative leave, pending investigation;
  - 2. Asking any threatening or potentially violent person to leave the site; or
  - 3. Immediately contacting an appropriate law enforcement agency.

#### **27.5 Investigation**

The Executive Director and Human Resources will see that reported violations of this Policy are investigated as necessary.

#### **27.6 Prevention**

SBCAG has authority to enforce this Policy by:

- A. Training Division Managers and subordinates about their responsibilities under this Policy;
- B. Assuring that reports of workplace violence are accurately and timely documented and addressed;
- C. Notifying the Executive Director and Human Resources and/or law enforcement authorities of any incidents;
- D. Making all reasonable efforts to maintain a safe and secure workplace; and
- E. Maintaining records and follow up actions as to reports of workplace violence.

## **28. APPEARANCE STANDARDS**

### **28.1 Basis for Standards**

These dress code and appearance standards are designed to promote SBCAG's legitimate and non-discriminatory goals to promote workplace safety and a professional image that is consistent with the employee's job duties and level of public contact.

### **28.2 Dress Code**

Employees are required to dress appropriately for the jobs they are performing. The following dress code regulations shall apply to all SBCAG employees. If an employee has questions about how these standards apply to him or her, the matter should be immediately raised with his/her Division Manager for consideration and determination.

- A. All clothing and footwear must be neat, clean, in good repair, and appropriate for the work environment and functions performed.
- B. Prescribed uniforms and safety equipment must be worn, if applicable.
- C. Hair must be neat, clean and well groomed.
- D. Facial hair must be maintained in neat and well-groomed fashion.
- E. Good personal hygiene is required.
- F. Dress must be professionally appropriate to the work setting, particularly if the employee has contact with the public at work.
- G. Employees should also be sensitive to the effects of cologne or perfume on his or her colleagues who may be sensitive/allergic to fragrances.

**29. NO SMOKING POLICY**

SBCAG is dedicated to providing a healthy, productive, and safe environment for its employees and for the public in SBCAG facilities. Therefore, SBCAG has the following policy regarding smoking in SBCAG buildings: Smoking is prohibited in all SBCAG owned and operated facilities. The success of this policy depends upon the thoughtfulness, consideration, and cooperation of smokers and non-smokers alike. Employees and the public share the responsibility for adhering to this policy. Smokers may smoke outside of the building in front of the Aegis building or in surrounding parking lots. Smokers should never smoke where there is possibility of smoke entering open windows of Casa Nueva or any other building.

## **30. SOCIAL MEDIA POLICY**

### **30.1 Introduction**

SBCAG understands that its employees use social media sites to share events in their lives, to communicate, and to discuss their opinions with others, including family, friends and co-workers. However, the use of social media may present certain risks and carries with it certain responsibilities. To assist employees in making responsible decisions about their use of social media, SBCAG has established this policy and guidelines for appropriate use of social media.

In the rapidly expanding world of electronic communication, social media can mean many things. In general, social media encompasses the various activities that integrate technology, social interaction, and content creation. Through social media, individuals can create Web content, can organize, edit or comment on content, as well as combine and share content on their own web site or on someone else's. Social media uses many technologies and forms, including Web feeds, blogs, wikis, photography and video sharing, web logs, journals, diaries, chat rooms, bulletin boards, affinity web sites, podcasts, social networking, fan sites, mashups, and virtual worlds.

### **30.2 Employee Rights and Responsibilities in Using Social Media Technology**

Use good and ethical judgment. To the extent an employee's social media use impacts SBCAG employees, partner agencies and public, an employee must follow SBCAG policies and regulations as applicable, including but not limited to those that protect individual privacy rights, anti-discrimination and harassment policies, and the anti-workplace violence policy. SBCAG employees should refrain from any posts or activity on personal social media accounts during work hours.

If an employee's conduct adversely affects his or her own job performance, the performance of his or her co-workers, or adversely affects members of the public served by SBCAG, SBCAG may take disciplinary action up to and including termination.

Employees are more likely to resolve work-related complaints by speaking directly with co-workers or via other channels such as by speaking with Human Resources or by filing an internal complaint if applicable.

Nevertheless, if an employee decides to post complaints or criticism, he or she should avoid using statements, photographs, video or audio that reasonably could be viewed as unlawful harassment or discrimination or otherwise violating the law such as unlawful threatening conduct. Examples of such conduct might include offensive posts that could contribute to a hostile work environment on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation or any other status protected by law. Examples of unlawful threatening conduct include posting material that would make a reasonable person afraid for his or her safety or the safety of his or her family.

An employee should strive for accuracy in any blog or post. A link to sources of information should be provided. If an employee makes a mistake, he or she should correct the information, or retract it promptly. An employee should never post any information or rumors that are known to be false about co-workers, Board members, SBCAG partner agencies or the public SBCAG serves.

An employee should not disclose information that may violate client or employee rights. For example, an employee should never disclose another individual's social security number, medical information or financial information in a manner that violates that person's rights. If an employee publishes a blog or post online related to his or her work or subjects associated with SBCAG, it must be clear that the employee is not speaking on behalf of SBCAG. It is best for the employee to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of SBCAG."

If an employee wants to keep his or her personal life separate from his or her professional or work life, he or she may use privacy settings to restrict personal information on public sites. Consideration should be given as to whom an employee invites or accepts to join his or her social network as those individuals will have access to the employee's profile, photographs, etc.

Understand that even if an employee has a private setting, those who are invited into a network can easily, print, save, cut, paste, modify or publish anything posted. Material can be archived on the Internet even after it is removed.

### **30.3 Using Social Media at Work**

Social media is a tool used by SBCAG and should always be used in a professional manner that does not violate any laws or a person's privacy rights.

Employees may not use working hours, when not on break, for personal social media use. Employees may not use SBCAG email addresses to register on social networks, blogs or other online tools utilized for personal use.

### **30.4 Media Contacts**

SBCAG strives to anticipate and manage crises in order to reduce disruption to our employees and the public that we serve and maintain our reputation. To best serve these objectives, SBCAG responds to the news media in a timely and professional manner only through its designated spokesperson or the Executive Director. Employees are not authorized to comment for SBCAG and should direct inquiries regarding SBCAG's positions on a topic to the designated spokesperson or Executive Director. If neither the designated spokesperson or Executive Director is available, a Division Manager has the discretion to respond to media contacts. In all such instances, the Executive Director and/or Public Information/Government Affairs Manager must be notified as soon as possible of such contact.