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Claremont and La
Verne.

TRI-CITY MENTAL HEALTH AUTHORITY

NOTICE AND CALL

FOR SPECIAL MEETING OF THE GOVERNING BOARD

GOVERNING BOARD

Jed Leano, Chair
(Claremont)
Wendy Lau, Vice Chair
(La Verne)
Lorraine Canales, Member
(Pomona)
Sandra Grajeda, Member
(Claremont)
Paula Lantz, Member
(Pomona)
Elizabeth Ontiveros-Cole,
Member (Pomona)
Trent West, Member (La
Verne)

NOTICE IS HEREBY GIVEN that a Special Meeting of the Governing Board of Tri-City Mental Health Authority has been called for **Wednesday, September 16, 2026 at 6:00 p.m.** or as soon thereafter as the meeting is called to order, to be held in the MHSA Administrative Office, located at 2001 North Garey Avenue, Pomona, California, to accommodate the to consider an item that was inadvertently omitted from the regular meeting agenda and cannot be added within the Brown Act's 72-hour posting requirement.

Jed Leano
Chair of the Governing Board

The agenda for the Special Meeting is attached hereto. Members of the public may address the Governing Board concerning any item on the agenda for the Special Meeting before or during consideration of that item.

AFFIDAVIT OF POSTING

Administrative Office
1717 North Indian Hill
Boulevard, Suite B
Claremont, CA 91711
Phone (909) 623-6131
Fax (909) 623-4073

Clinical Office / Adult
2008 North Garey Avenue
Pomona, CA 91767
Phone (909) 623-6131
Fax (909) 865-9281

Clinical Office / Child & Fam
1900 Royalty Drive, Suite 180
Pomona, CA 91767
Phone (909) 766-7340
Fax (909) 865-0730

MHSA Administrative Office
2001 North Garey Avenue
Pomona, CA 91767
Phone (909) 623-6131
Fax (909) 326-4690

Wellness Center
1403 North Garey Avenue
Pomona, CA 91767
Phone (909) 242-7600
Fax (909) 242-7691

I, Ontson Placide, Executive Director of Tri-City Mental Health Authority, hereby declare under the laws of the State of California, that a copy of said Notice was posted at the following TCMHA locations: 2008 N. Garey Avenue in Pomona; 1403 N. Garey Avenue in Pomona; 1900 Royalty Drive #180/280 in Pomona; 2001 N. Garey Avenue in Pomona; and on the TCMHA's website: <http://www.tricitymhs.org>.

Executed this 15th day of September 2026, at Claremont, California.

Ontson Placide, MA, LMFT
Executive Director



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www.tricitymha.ca.gov

TRI-CITY MENTAL HEALTH AUTHORITY

AGENDA

GOVERNING BOARD SPECIAL MEETING

WEDNESDAY, SEPTEMBER 16, 2026 AT 6:00 P.M.

MHSA ADMINISTRATION BUILDING
2001 NORTH GAREY AVENUE, POMONA, CA 91767

GOVERNING BOARD

Jed Leano, Chair
(Claremont)
Wendy Lau, Vice Chair
(La Verne)
Lorraine Canales, Member
(Pomona)
Sandra Grajeda, Member
(Claremont)
Paula Lantz, Member
(Pomona)
Elizabeth Ontiveros-Cole,
Member (Pomona)
Trent West, Member
(La Verne)

To join the meeting on-line click on the following link:

[https://tricitymhs-
org.zoom.us/j/82861434179?pwd=X9GLv1th9M1d6cz5OrR233ybdbu1VF.1](https://tricitymhs-org.zoom.us/j/82861434179?pwd=X9GLv1th9M1d6cz5OrR233ybdbu1VF.1)

Passcode: awFL+Wy4

Public Participation. Section 54954.3 of the Brown Act provides an opportunity for members of the public to address the Governing Board on any item of interest to the public, before or during the consideration of the item, that is within the subject matter jurisdiction of the Governing Board. Therefore, members of the public are invited to speak on any matter on or off the agenda. If the matter is an agenda item, you will be given the opportunity to address the legislative body when the matter is considered. If you wish to speak on a matter which is not on the agenda, you will be given the opportunity to do so at the Public Comment section. **No action shall be taken on any item not appearing on the Agenda. There is a 3-minute limit on duration of comments.**

In-person participation: raise your hand when the Governing Board Chair invites the public to speak.

Online participation: you may provide audio public comment by connecting to the meeting online through the zoom link provided; and use the Raise Hand feature to request to speak.

Please note that virtual attendance is a courtesy offering and that technical difficulties shall not require that a meeting be postponed.

Written participation: you may also submit a comment by writing an email to sazzam@tricitymha.ca.gov. All email messages received by 2:00 p.m. will be shared with the Governing Board before the meeting.

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by Tri-City Mental Health Authority to all or a majority of the Governing Board less than 72 hours prior to this meeting, are available for public inspection at 1717 N. Indian Hill Blvd., Suite B, in Claremont during normal business hours.

In compliance with the American Disabilities Act, any person with a disability who requires an accommodation in order to participate in a meeting should contact Administrative Assistant Sara Azzam at (909) 451-6429 at least 24 hours prior to the meeting.

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1717 North Indian Hill
Boulevard, Suite B
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Fax (909) 242-7691

GOVERNING BOARD CALL TO ORDER

Chair Leano calls the meeting to Order.

ROLL CALL

Board Members Lorraine Canales, Sandra Grajeda, Paula Lantz, Elizabeth Ontiveros-Cole, and Trent West; Vice Chair Wendy Lau; and Chair Jed Leano.

POSTING OF AGENDA

The Agenda for the Special Meeting is posted 24 hours prior to each meeting at the following Tri City locations: Clinical Facility, 2008 N. Garey Avenue in Pomona; Wellness Center, 1403 N. Garey Avenue in Pomona; Royalty Offices, 1900 Royalty Drive #180/280 in Pomona; MHSA Office, 2001 N. Garey Avenue in Pomona; and on the TCMHA's website: <http://www.tricitymha.ca.gov>

NEW BUSINESS**1. CONSIDERATION OF RESOLUTION NO. 891 APPROVING THE REVISED PERSONNEL RULES AND REGULATIONS AND DELEGATION OF ADMINISTRATIVE AUTHORITY**

Recommendation: “A motion to adopt Resolution No. 891 Approving the Revised Personnel Rules and Regulations and Delegation of Administrative Authority.”

GOVERNING BOARD COMMENTS

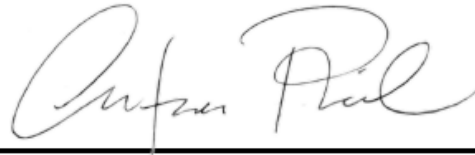
Members of the Governing Board may make brief comments or request information about behavioral health needs, services, facilities, or special problems that may need to be placed on a future Governing Board Agenda.

PUBLIC COMMENT

The Public may at this time speak regarding any Tri-City Mental Health Authority related issue, provided that no action shall be taken on any item not appearing on the Agenda. There is a 3 - minute limit on duration of comments.

ADJOURNMENT

The Governing Board will meet next in a Regular Meeting to be held on **Wednesday, October 21, 2026 at 5:00 p.m.** in the MHSA Administrative Office, 2001 North Garey Avenue, Pomona, California.



Ontson Placide, MA, LMFT
Executive Director



Tri-City Mental Health Authority
AGENDA REPORT

DATE: September 16, 2026

TO: Governing Board of Tri-City Mental Health Authority

FROM: Ontson, Placide, LMFT, Executive Director

BY: Kitha Torregano, Human Resources Director

SUBJECT: Consideration of Resolution 891 Approving the Revised Personnel Rules and Regulations and Delegation of Administrative Authority

Summary:

Staff requests the Governing Board approval of the revised Personnel Rules and Regulations (Rules), including three amendments intended to clarify personnel governance authority and align the Rules with current Authority practices.

First, Rule I, Introductory Statement, is revised to align the Authority's personnel governance structure with commonly accepted practices utilized by California JPAs, municipalities, and other public agencies. Under the proposed framework, the Governing Board establishes personnel policy and retains authority over substantive matters affecting the Authority's personnel system, while delegating responsibility for administration, implementation, and operational procedures to the Executive Director. This delegation allows routine personnel procedures, forms, workflows, administrative regulations, and operational requirements to be updated as necessary to meet legal, regulatory, and organizational needs without requiring Governing Board action, unless the change materially impacts Board-adopted policy, employee rights, compensation, benefits, organizational authority, or other matters reserved by law or Board action. The proposed framework enhances administrative efficiency, promotes accountability, and enables the Governing Board to focus on policy, strategy, and oversight rather than operational administration.

Second, the trainee appointment provision is revised to require a competitive recruitment process following completion of the trainee period before appointment to a regular classification. Third, the employee incentive pay provision is removed because it is inconsistent with the Authority's current salary structure and compensation practices and has not been utilized for many years.

The Personnel Rules and Regulations will remain a single, integrated document. The proposed amendments preserve Governing Board oversight of substantive personnel matters while providing the Executive Director appropriate authority to administer routine personnel procedures within the framework established by the Governing Board.

Background:

Governing Board of Tri-City Mental Health Authority
Approval of Revised Personnel Rules and Regulations and Delegation of Administrative Authority
September 16, 2026
Page 2 of 5

The Authority's Personnel Rules and Regulations establish the framework for administration of its personnel system and currently require all revisions to be approved by the Governing Board. During review of the Rules, staff identified an opportunity to clarify the respective roles of the Governing Board and Executive Director while retaining the Personnel Rules and Regulations as a single, integrated document.

The proposed revision to Rule I establishes a governance framework under which the Governing Board retains authority over substantive personnel matters, including employee rights and protections, employment status, classification, compensation and benefits, leave entitlements, grievances, discipline and appeals, and layoffs. The Executive Director is authorized to approve and administer routine personnel procedures and practices within Board-established parameters, provided they do not materially alter matters reserved to the Governing Board. Human Resources will review administrative amendments for consistency with the Personnel Rules and applicable requirements.

Staff also identified two provisions warranting amendment. The trainee appointment provision is revised to require a competitive recruitment process before appointment to a regular classification, promoting consistency, transparency, and equitable hiring practices. Additionally, the employee incentive pay provision is removed because it has not been utilized for many years and is inconsistent with the Authority's current salary structure and compensation practices.

Accordingly, the proposed revisions consist of three amendments: **(1)** establishing the governance and approval authority framework in Rule I; **(2)** revising the trainee appointment provision; and **(3)** removing the obsolete employee incentive pay provision. The Personnel Rules and Regulations will otherwise remain a single, integrated document.

Fiscal Impact:

There is no direct fiscal impact. Future actions involving salary schedules, material compensation or benefit changes, budget amendments, or other Board-level commitments will continue to require Governing Board approval.

Recommendation:

Staff recommends that the Governing Board adopt Resolution No. 891 approving the revised Personnel Rules and Regulations, including: (1) revisions to Rule I establishing the governance framework and respective approval authority of the Governing Board and Executive Director for Personnel Rules and administrative procedures; (2) revision of the trainee appointment provision to require a competitive recruitment process prior to appointment to a regular classification; and (3) removal of the obsolete employee incentive pay provision.

Governing Board of Tri-City Mental Health Authority
Approval of Revised Personnel Rules and Regulations and Delegation of Administrative
Authority
September 16, 2026
Page 3 of 5

Attachments

Attachment 1 -A: Resolution No. 891 - DRAFT

Attachment 1 -B: Personnel Rules and Regulations Revised September 16, 2026 DRAFT

Attachment 1 -C: Personnel Rules and Regulations Revised September 16, 2026 FINAL

RESOLUTION NO. 891
A RESOLUTION OF THE GOVERNING BOARD OF THE TRI-CITY
MENTAL HEALTH AUTHORITY APPROVAL OF REVISED
PERSONNEL RULES AND REGULATIONS AND DELEGATION
OF ADMINISTRATIVE AUTHORITY

The Governing Board of the Tri-City Mental Health Authority does resolve as follows:

- 1. Findings.** The Governing Board hereby finds and declares the following:
 - A. Tri-City Mental Health Authority (“TCMHA” or “Authority”) desires to adopt the revised Personnel Rules and Regulations, including the amendments described in this Resolution.
 - B. Approves the governance framework established in Rule I and delegates to the Executive Director authority to adopt, amend, administer, and maintain administrative regulations, procedures, practices, forms, work rules, and implementation requirements within the authority and limitations established therein.
 - C. Retains Governing Board authority over provisions that establish or materially affect the Authority’s personnel governance framework and employee rights and protections.
 - D. Requires Human Resources to review administrative amendments for consistency with the Personnel Rules and applicable requirements. In the event of a conflict, the Governing Board-approved Personnel Rules shall control.
 - E. Approves the revision to the trainee appointment provision requiring a competitive recruitment process prior to appointment to a regular classification following completion of the trainee appointment.
 - F. Approves removal of the obsolete employee incentive pay provision.
 - G. Authorizes non-substantive administrative corrections that do not change the substantive meaning of the Personnel Rules and Regulations.
 - H. Authorizes implementation of the revised Personnel Rules and Regulations effective **September 16, 2026**.

[Continues on Page 2]

2. Action

The Governing Board approves and establishes the Authority's Revised Personnel Rules and Regulations and Delegation of Administrative Authority

3. Adoption

PASSED AND ADOPTED at a Special Meeting of the Governing Board held on September 16, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

JED LEANO, CHAIR

APPROVED AS TO FORM:

ATTEST:

STEVEN L. FLOWER, GENERAL COUNSEL

ONTSON PLACIDE, EXECUTIVE DIRECTOR



PERSONNEL RULES AND REGULATIONS

Revised:

~~January 17, 2024~~ September 16, 2026

Effective ~~January 1, 2024~~ September 16, 2026

**Supersedes All Previous Versions of Authority's
Personnel Rules and Regulations, Policy and Guidelines**

Administrative Office

1717 N. Indian Hill Boulevard, Suite B
Claremont, CA 91711-2788

Clinical Office

2008 N. Garey Avenue
and
1900 Royalty Drive
Pomona, CA 91767-2722

Wellness Center

1403 North Garey Avenue
Pomona, CA 91767

MHSA Office

2001 N. Garey Ave
Pomona, CA 91767-2722

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Tri-City Mental Health Authority Personnel Rules and Regulations

RULE I. INTRODUCTORY STATEMENT

SECTION 1. PURPOSE AND APPLICABILITY

As a public behavioral health system of care, Tri-City Mental Health Authority (the Authority or Tri-City) recognizes that employees (human resources) are the Authority's greatest assets. These rules and regulations are set forth to ~~provide policies for the management of personnel operations for Tri-City~~establish the framework for the administration of Tri-City's personnel operations. Tri-City reserves the right to revise, modify, delete or add to ~~any and all policies, procedures, work rules or benefits stated in these rules and regulations or in any other document~~these Personnel Rules and Regulations and related administrative regulations, procedures, practices, forms, and work rules, subject to the approval authorities and limitations established in Section 2 of this Rule. All such revisions will be effective only upon approval by the Governing Board. The Human Resources Department is responsible for the implementation and the administrative interpretation of these rules and the maintenance of records related thereto. These rules are/may be supplemented by ~~Clinical, Operational and Accounting Policies and Procedures~~administrative and departmental policies and procedures, provided that such policies and procedures are consistent with these Personnel Rules and Regulations.

These rules do not create any contract of employment, express or implied, or any rights in the nature of a contract.

Please read this booklet carefully and keep it for future reference.

These rules and regulations shall supersede any prior personnel rules and regulations and became effective upon approval by the Governing Board on ~~January 18, 2023~~September 16, 2026.

SECTION 2. AUTHORITY TO ADOPT AND AMEND PERSONNEL RULES AND REGULATIONS AND ADMINISTRATIVE PROCEDURES

- A. Governing Board Authority. The Governing Board retains authority to adopt and amend provisions establishing or materially affecting the Authority's personnel governance framework, including employment classifications and status; compensation and benefits; employee rights and protections; leave entitlements; grievance, disciplinary and appeal rights; layoff rights; and the scope of authority delegated to the Executive Director.
- B. Executive Director Authority. The Executive Director is authorized to adopt and amend administrative regulations, procedures, practices, forms, work rules, and implementation requirements necessary for the effective administration of these Personnel Rules, provided that such changes are consistent with Governing Board-approved policy and do not materially establish, eliminate, expand, or restrict employee rights, compensation or benefits, employment status, grievance or appeal rights, disciplinary protections, or authority reserved to the Governing Board.

Human Resources Review. Human Resources shall review proposed administrative amendments for consistency with these Personnel Rules and applicable requirements before implementation.

C.

—Conflict. In the event of a conflict between an administrative regulation or procedure approved by the Executive Director and a Personnel Rule approved by the Governing Board, the Governing Board-approved Personnel Rule shall control.

D.

RULE II. GENERAL PROVISIONS

SECTION 1. OFFICERS AND EMPLOYEES TO WHICH RULES AND REGULATIONS ARE APPLICABLE

These rules and regulations shall apply to all full-time (40 hours per week) employees holding offices, positions, and employment in the competitive service of the Authority except those employees or groups excluded below or where the rules and regulations specifically provide otherwise. Unless otherwise specified, excluded employees and groups are:

- A. Members of the Governing Board;
- B. Members of the Mental Health Commission and appointed committees;
- C. Persons engaged under contract to supply expert, professional or technical services for a definite period of time;
- D. Volunteer personnel including those who receive no regular compensation from the Authority;
- E. Employees in the Executive Management Service. Positions presently included in this status are: Executive Director, Chief Financial Officer, Director of Clinical Program Services, Chief Operations Officer, Director of MHSA and Ethnic Services, Chief Compliance Officer, and Medical Director;
- F. Psychiatrists;
- G. Part-Time Employees;
- H. Temporary Employees.

Individuals in the categories listed above are not included in the competitive service to which these rules and regulations apply, but rather serve in an at-will status at the pleasure of the appointing authority. Such individuals have no property right in continued employment, are prohibited from the attainment of regular employment status, have no entitlement to pre-disciplinary rights or procedures, and are specifically excluded from disciplinary administrative appeal procedures contained in these rules and regulations.

SECTION 2. DEFINITION OF TERMS

All words and terms used in these rules and regulations and in any resolution dealing with personnel policies and procedures shall be defined as they are normally and generally defined in the field of personnel administration. For the purpose of convenience, however, the following words and terms most commonly used are hereinafter defined:

“ADMINISTRATIVE LEAVE” means leave approved by the Executive Director for special situations for which ordinary leaves such as annual/vacation, sick/medical, holiday, jury duty, and bereavement do not apply. Included, but not limited to, is substituted time off granted to FLSA “exempt” employees for pre-approved hours worked beyond the normal workweek.

“ADVANCEMENT” means a salary increase within the limits of the pay range established for classes provided by resolution.

“ALLOCATION” means the assignment of a single position to its proper class in accordance with the duties exercised, and the educational and experience requirements; or, the assignment of a class to a salary range or rate.

“ANNIVERSARY DATE” means date of initial appointment of an employee. (Also See Salary Anniversary Date)

“APPOINTING AUTHORITY” means the Executive Director or other officer who has been delegated the power to fill positions in the competitive service or to administer discipline.

“APPOINTMENT” means the employment of a person in a position.

“AT-WILL” means employment at the pleasure of the appointing authority. Individuals employed in an at-will status do not serve a probationary period, have no property right in continued employment, have no entitlement to pre-disciplinary rights or procedures, and are excluded from termination administrative appeal procedures.

“BASE SALARY” means the salary range and rate established in a salary resolution by the Governing Board exclusive of any overtime, shift differential, incentive, or other type of premium pay an employee may receive.

“CALL BACK DUTY” occurs when an employee is unexpectedly ordered by his/her department to return to duty, following the completion of his/her normal work shift or work week, because of unanticipated work requirements.

“CLASS” means all positions sufficiently similar in duties, authority, responsibilities, and minimum qualifications grouped for the equitable application of common standards of selection and compensation.

“CLASSIFICATION PLAN” means the designation by resolution of the Governing Board of a title for each class together with the specifications for each class as prepared and maintained by the Personnel Officer.

“CLASS SPECIFICATIONS” means a written description of a class, setting forth the essential characteristics, functions, and requirements of the positions in the class.

“COMPENSATORY TIME OFF” means time taken off, with pay, from work in lieu of overtime pay.

“COMPETITIVE SERVICE” means all positions in the Authority service except those specifically excluded by these rules. Those excluded positions (listed in Rule II, Section 1 “Officers and Employees to Which Rules and Regulations are Applicable”) serve in an at-will status at the pleasure of the appointing authority.

“CONTINUOUS SERVICE” means the employment without a break or interruption in the competitive service. A break or interruption in continuous service shall be construed as an absence of the employee from his/her employment initiated by either the Authority or the employee for periods of time of more than six consecutive months in an unpaid status.

“DEMOTION” means the voluntary or involuntary reduction of an employee from a position in one class to a position in another class having a lower maximum base salary rate and less responsible duties and/or less job qualifications.

“DISCIPLINE” generally means an action taken against an employee such as a verbal or written reprimand, suspension from work without pay, demotion, reduction in pay or discharge to correct performance deficiencies.

“DISCRIMINATION” (See Definition under Rule II, Section 6, Page 12.)

“DISMISSAL” means the involuntary separation of an employee from the Authority’s service.

“DOMESTIC PARTNER” includes those persons who are legally registered as domestic partners with the California Secretary of State and who meet the minimum requirements set forth in California Family Code section 297.

“ELIGIBLE” means a person who may be appointed to a vacant position in the competitive service as provided by these rules.

“ELIGIBILITY LIST” means a list of names of persons who have been examined/interviewed for a position in the competitive service and who have passed and are ranked on the list based on the score received.

“EXEMPT CLASSES” means those classes of positions that, by the nature of the job requirements, do not earn overtime. These classes include management and confidential classes that have been determined to be ineligible for overtime compensation as exempt classifications under the Fair Labor Standards Act (FLSA).

“FULL-TIME POSITION” means a position in the competitive service of the Authority which requires at least 40 hours of work per week for employees employed after June 1, 1990.

“GRIEVANCE” (See Definition under Rule II, Section 8, Page 19)

“HARASSMENT” (See Definition under Rule II, Section 6, Page 12)

“LAYOFF” means the separation of an employee from Authority service for reasons of economy or reductions or elimination of Authority services.

“MERIT SALARY INCREASE” means the increase of an employee’s salary within the salary range established for the class of position he/she occupies based on job performance in such position.

“OVERTIME” means written pre-approved time which an interim, probationary, or regular non-exempt employee is required to work in excess of the regular maximum number of hours prescribed for a full-time employee in that classification in a work period as described in these rules and regulations.

“PART-TIME POSITION” means a position having a work week of fewer hours than the work week established for full-time positions or a position compensated at a straight hourly rate and receiving only those benefits mandated by state or federal law. Part-time employees may not attain regular employment status and are at-will employee.

“POSITION” means a combination of duties and responsibilities assigned to a specific employment description, whether occupied or vacant, carrying certain duties by an individual on either a full-time or part-time basis.

“PROBATIONARY APPOINTMENT” means the probationary employment of an eligible candidate in a full-time position. A probationary appointment is for a specified working test period, during which job performance is evaluated as a basis for a subsequent regular appointment or dismissal without right of appeal. Part-time employees are not eligible for probationary appointments as they are prohibited from attaining regular employment status.

“PROBATIONARY EMPLOYEE” means a full-time employee who has a probationary appointment serving a probationary work test period for a regular position in a classification in which he/she is currently employed.

“PROBATIONARY PERIOD” means a working test period that is part of the selection process and during which time a full-time employee is required to demonstrate his/her fitness for the duties of the position to which he/she has been assigned by actual performance of such duties. The term “initial probationary period” means an employee’s first probationary period during his/her continuous Authority employment. Promotion to a new position results in the commencement of a probationary period in the higher class.

“PROMOTION” means the advancement of an employee from a position in one classification to a position in another classification having a higher level of duties, responsibilities, qualifications and a higher maximum rate of pay.

“PROVISIONAL/INTERIM APPOINTMENT” means the appointment of a person to a classification in the Authority service on an interim basis during which that person will continue to occupy the position from which he/she was appointed for a period of six (6) months and may be extended by mutual agreement of the parties. Except in cases of retired annuitants, in which the appointment would be limited to 960 hours per fiscal year (See Definition under Rule IV, Section 10, Page 45)

“RECLASSIFICATION” means the reassignment of a position from one class to a different class in accordance with a reevaluation of the minimum qualifications, duties, and responsibilities of the position. A reclassification is not a punitive action and does not apply when duties are voluntarily assumed by the employee. A reclassification shall not be used as a means to circumvent the promotion procedure. A reclassification can occur only when budget authority exists for a position in a different class.

“REDUCTION” means a salary and/or classification decrease for an employee, generally associated with a disciplinary action.

“REGULAR EMPLOYEE” means an employee who has successfully completed the initial probationary period and who regularly works a minimum of 40 hours per week. Such an employee shall become a full-time regular employee and shall be entitled to all the benefits provided herein.

“REINSTATEMENT” means the reappointment of an employee to a position in the same or comparable class within six (6) months of his/her resignation in good standing provided a position is available. Credit shall be granted for prior service in terms of the level of benefits accrued and seniority. A reinstated employee shall serve a new probationary period.

“REJECTION” means the involuntary separation from Authority service of an employee who has not successfully completed his/her probationary period or the reduction of an employee who did not

successfully complete his/her probationary period in a promotion to a position in a different class in which he/she had previously acquired regular status.

“RESIGNATION” means the voluntary separation of an employee from Authority service. An employee wishing to leave in good standing shall file a written notice of intent to resign his/her position. The employee shall give at least two (2) calendar weeks’ notice of intention to leave the service, unless the supervisor consents to the employee leaving sooner. (See Rule VIII, Section 1, Page 73)

“RETALIATION” (See Definition under Rule II, Section 6, Page 12)

“SALARY ANNIVERSARY DATE” means the future date on which an employee is eligible, on the basis of satisfactory job performance for a prescribed period, for a merit salary increase within the salary range established for the class of position he/she occupies. (Also See Anniversary Date on Page 50.

“SALARY PLAN” means the assignment by the Governing Board resolution of salary ranges and/or salary rates to each class.

“SALARY RANGE” means the minimum and maximum salary rates for a class as established by resolution of the Governing Board.

“SALARY RATE” means the dollar amount assigned within a salary range.

“SCHEDULED PAID HOLIDAY” means an eight (8) hour paid holiday for full time staff.

“SENIORITY” means length of full-time employment service with the Authority.

“SPOUSE” is defined by California law, but generally indicates a person with whom there is a legal marriage and/or other legally sanctioned relationship.

“SUSPENSION” means the temporary and involuntary separation of an employee, for a specified period of time, from the service, without pay, for disciplinary purposes.

“TEMPORARY APPOINTMENT” means an appointment to a position for a period of six months or less which may be extended by the Executive Director for a maximum of an additional six months.

“TEMPORARY EMPLOYEE” means a person who has been appointed to a position for a limited period.

“TEMPORARY POSITION” means a full-time or part-time position of limited duration.

“TERMINATION” means the separation of an employee from Authority service due to layoff, retirement, resignation, dismissal, or death.

“TITLE,” “CLASS TITLE,” “TITLE OF CLASS” means the official name applied to a class and to each position allocated to the class and to the incumbent of each position.

“TRANSFER” means a change of an employee from one position to another position in the same classification or in another classification having the same maximum salary rate, involving the performance of basically similar duties, and requiring substantially the same minimum qualifications.

SECTION 3. HUMAN RESOURCES DEPARTMENT - POWERS AND DUTIES

The Human Resources Department or his/her designee or agency employed for that purpose, shall:

- A. Prepare and recommend to the Governing Board, as required, amendments to these rules and regulations.
- B. Prepare a “salary compensation” plan and revisions thereto as required.
- C. Be responsible for administration of the following procedures within the framework of these rules and regulations.
 - 1. The formulation of specifications for each class of position in the competitive service of the Authority.
 - 2. The allocation of positions to class in the competitive service on the basis of duties, responsibilities, and requirements.
 - 3. The public announcement of vacancies and examinations and the acceptance of applications for employment.
 - 4. The preparation and conduct of examinations/interviews and the establishment and use of eligibility lists containing names of persons eligible for appointment.
 - 5. The certification and appointment of persons from eligibility lists to fill vacancies and the making of temporary and emergency appointments.
 - 6. The evaluation of employees during the probationary period and periodically thereafter.
 - 7. The transfer, promotion, demotion, discipline, and re-employment of employees in the competitive service.
 - 8. The setting of hours of work, attendance and leave regulations, and working conditions.
 - 9. The promotion of employee morale, welfare, training, and safety.
 - 10. The voluntary and involuntary separation of employees from the competitive service.
 - 11. The maintenance and use of necessary records and forms, including payroll certification.
 - 12. The establishment and maintenance of suitable methods of effective communication between employees and their supervisors; between employees and the Executive Director; and between employees and the Governing Board, relating to conditions of employment in the Authority service.

13. The development of a pay and benefit package for management, confidential, and unrepresented employees and the presentation of this package to the Governing Board.
14. The development and administration of the Authority's employee-employer relationship program consistent with State law.
15. The development and administration of policies which assure an unbiased work environment and fully protect the rights of each employee.

SECTION 4. EQUAL EMPLOYMENT OPPORTUNITY

This section applies to all employees of and applicants for employment with the Authority.

The Authority prohibits discrimination against employees or applicants for employment on the basis of race, color, religion and religious creed, sex (including pregnancy), gender, gender identity (including transgender and transsexual), gender expression, national origin, ancestry, citizenship status, age (40 and over), marital status, physical or mental disability, medical condition, genetic characteristics or information, sexual orientation, military and veteran status or any other basis protected by law.

The Authority will afford equal employment opportunity to all qualified employees and applicants as to all terms and conditions of employment, including compensation, hiring, training, promotion, transfer, discipline, and termination. Employees, volunteers, or applicants who believe they have experienced any form of employment discrimination or abusive conduct are encouraged to report this immediately to Human Resources, or to contact the U.S. Equal Employment Opportunity Commission or the California Department of Fair Employment and Housing.

SECTION 5. REASONABLE ACCOMMODATION POLICY

This section applies to all applicants to the Authority and all employees, volunteers and interns of the Authority, to the extent required by law.

A. Policy.

Absent undue hardship or direct threats to the health and safety of employee(s), the Authority provides employment-related reasonable accommodations to:

1. Qualified individuals with disabilities within the meaning of the California Fair Employment and Housing Act ("FEHA") and Title I of the Americans with Disabilities Act ("ADA"), to enable them to perform essential job functions;
2. Employees with conditions related to pregnancy, childbirth, or a related medical condition, if she so requests, and with the advice of her health care provider;
3. Employee victims of domestic violence, sexual assault, or stalking to promote the safety of the employee victim while at work; and
4. Employees who request reasonable accommodation to address a conflict between religious belief or observance and any employment requirement (see Section 5(C).)

B. Procedure.

1. *Request for Accommodation.* An employee who desires a reasonable accommodation in order to perform essential job functions should make such a request in writing to the Human Resources Department. The request should identify:
a) the job-related functions at issue; and b) the desired accommodation(s).
2. Documentation or Certification Indicating Need for Reasonable Accommodation.
 - a. **Disability.** If the disability or the need for reasonable accommodation is not obvious, the Authority may require the individual to provide reasonable medical documentation confirming the existence of the disability and the need for reasonable accommodation, along with the name and credentials of the individual's health care provider. If the individual provides insufficient documentation, the Authority will: 1) explain the insufficiency; 2) allow the employee or applicant to supplement the documentation; and 3) pursue the interactive process only to the extent that the request for reasonable accommodation is supported by the medical documentation provided.
 - b. **Pregnancy or Related Condition.** If a pregnant employee, or an employee with a pregnancy-related condition, requests a reasonable accommodation or transfer due to pregnancy, the Authority will provide the employee with notice of the need for a medical certification within two business days after the employee's request for accommodation. A medical certification confirming the need for a reasonable accommodation, including transfer, is sufficient if it contains: a description of the requested accommodation or transfer; a statement describing the medical advisability of the accommodation or transfer due to pregnancy; and the date that the need for the accommodation or transfer will become necessary and the estimated duration of the accommodation or transfer.
 - c. **Victim Status.** An employee who is a victim of domestic violence, sexual assault, or stalking and who requests an accommodation to provide for his or her safety while at work must provide both of the following:
 - i. a written statement signed by the employee or an individual acting on the employee's behalf, to certify that the accommodation is to address victim-safety concerns while at work; and
 - ii. a certification demonstrating the employee's status as a victim of domestic violence, sexual assault, or stalking, which can be in the form of: a police report indicating the employee's victim status; a court order separating the perpetrator from the employee or that the employee has appeared in court for that purpose; or documentation from a medical professional or counselor that the employee is undergoing treatment for physical or mental injuries or abuse resulting from an act of domestic violence, sexual assault, or stalking.
3. *Fitness for Duty Examination.* The Authority may require an employee to undergo a fitness for duty examination when there is significant evidence that:
 - a. the employee's ability to perform one or more essential functions of his or her job has declined; or

- b. could cause a reasonable person to question whether an employee is still capable of performing one or more of his or her essential job duties, or is still capable of performing those duties in a manner that does not harm him or herself or others.

The purpose of the examination is to determine whether the employee has a disability and is able to perform the essential functions of the job with or without reasonable accommodation, and it will be conducted at the Authority's expense. The Authority may also require that an Authority approved physician conduct the examination.

- 4. *Interactive Process Discussion.* The Authority will initiate the interactive process when:

- a. an applicant or employee with a known physical or mental disability or medical condition requests reasonable accommodation(s); or
- b. the Authority otherwise becomes aware of the need for an accommodation through a third party (e.g. a doctor's note requesting an accommodation), or by observation of the employee's work; or
- c. the Authority becomes aware of the possible need for an accommodation because the employee with a disability has exhausted workers' compensation leave, Family and Medical Act leave, or other leave rights, but the employee and/or the employee's health care provider indicate that further accommodation is still necessary for recuperative leave or other accommodation; or
- d. an employee disabled by pregnancy, childbirth or related medical conditions requests a reasonable accommodation or transfer based on the advice of her health care provider; or
- e. an employee with a physical or mental disability, regardless of cause, fails to return to work following pregnancy disability leave; or
- f. an employee-victim of domestic violence, sexual assault, or stalking requests a reasonable accommodation(s) for his or her safety at work.

After the occurrence of any of the above-stated circumstances that trigger the need to conduct an interactive process meeting, the Authority will promptly arrange for a discussion(s), in person or via telephone conference call, with the applicant or employee, and his or her representative(s), if any. The purpose of the discussion(s) is to work in good faith to fully consider all feasible potential reasonable accommodations. The Authority will document these communications in writing.

- 5. *Case-by-Case Determination.* Based on the particular facts of each case, the Authority will determine, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of accommodation(s) to provide. The Authority will not provide accommodation(s) that would pose an undue hardship upon Authority finances or operations, or that would endanger the health or safety of the employee or others. The Authority will inform the employee of its decision as to reasonable accommodation(s) in writing.

C. Accommodations for Sincerely Held Religious Beliefs and Observances

- 1. *Request for Accommodation.* The Authority also provides employment-related reasonable accommodations to individuals based upon religious belief within the meaning of the California Fair Employment and Housing Act, unless doing so would cause an undue burden on the Authority.

Any person who desires such a reasonable accommodation should make such a request in writing to the Human Resources Department. The request should identify the desired accommodation(s). Upon a request for a religious accommodation, if the Authority has an objective basis for questioning either the religious nature or sincerity of a particular belief or practice, the Authority may seek additional information.

2. *Case-by-Case Determination.* Based on the particular facts of each case, the Authority determines, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of accommodation(s) to provide. The Authority will consider the preference of the employee or applicant, but has the right to select and implement any accommodation that it deems effective. The Authority will inform the employee of its decision as to reasonable accommodation(s) in writing.

D. Service and Support Animals

1. The Authority permits employees, volunteers and interns to bring a service or support animal ("assistive animal") into the workplace where necessary as a reasonable accommodation under FEHA and the ADA.
2. Definitions.
 - a. **Assistive Animal.** An assistive animal means an animal that is necessary as a reasonable accommodation for a person with a disability. An assistive animal includes, but is not limited to guide dogs, signal animals, service animals, and support animals.
 - b. **Service Animal.** A service animal is defined as a dog or other animal individually trained to the requirements of the individual with a disability, including, but not limited to, minimal protection work, rescue work, pulling a wheelchair, or fetching dropped items. The work or tasks performed by a service animal must be directly related to the employee, intern or volunteer's disability.
 - c. **Support Animal.** A support animal is defined as a dog or other animal that provides emotional, cognitive or other similar support to a person with a disability, including, but not limited to, traumatic brain injuries or mental disabilities, such as major depression.
3. *Requests for Accommodation.* An employee, volunteer or intern ("individual") requesting as a reasonable accommodation the use of an assistive animal must comply with Subsection B, above. The Authority may require the individual to provide certification from his or her healthcare provider stating that he or she has a disability (diagnosis not to be provided) and explaining why the assistive animal is necessary as an accommodation to enable the individual to perform the essential functions of his or her job. The individual must also confirm that the assistive animal meets the minimum requirements set forth in Paragraph 4 below. Whether an assistive animal constitutes a reasonable accommodation shall be determined on a case-by-case basis.
4. *Approved Assistive Animals.* Approved assistive animals must: (1) be free from offensive odors and display habits appropriate to the work environment, for example, the elimination of urine and feces; (2) not engage in behavior that endangers the health or safety of the individual or others in the workplace; and (3) if the assistive animal is a service animal, be trained to provide assistance for the individual's disability. Such assistance may include, but is not limited to, assisting

individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, pulling a wheelchair, and assisting an individual during a seizure. Additionally:

- a. All assistive animals must be immunized against rabies and other diseases common to that type of animal and must otherwise be in good health. All vaccinations must be current. All assistive animals must wear a rabies vaccination tag to the extent required by law.
 - b. All animals must be registered and licensed as required per California law.
 - c. All assistive animals must at all times wear an identification tag, which includes the name and phone number of the owner or disabled individual (the “handler”).
 - d. All assistive animals must be under the full control of the handler at all times. The care and supervision of the animal is the sole responsibility of the handler. The handler must not permit co-workers or other persons to maintain or supervise the animal and may not leave the animal unattended for any length of time. Dogs may also not bark repeatedly unless required to do so as a part of the task being performed.
 - e. All assistive animals must be housebroken.
5. *Removal.* Reasonable behavior is expected from assistive animals while on Authority property. An assistive animal may be removed from an Authority facility temporarily or excluded from the facility permanently if the assistive animal is disruptive, aggressive, or otherwise out of control, in poor health, or habitually unclean.

SECTION 6. POLICY AGAINST WORKPLACE DISCRIMINATION, HARASSMENT AND RETALIATION

This section applies to all Authority applicants, employees regardless of rank or title, elected or appointed officials, interns, volunteers, and contractors (hereinafter referred to as “covered individuals”). For purposes of this Policy, “intern” is defined to include both paid and unpaid interns.

A. Purpose.

To establish a strong commitment to prohibit and prevent discrimination, harassment, and retaliation in employment; to define those terms; and to set forth a procedure for investigating and resolving internal complaints. The Authority encourages all individuals to report – as soon as possible – any conduct that is believed to violate this policy.

B. Policy.

1. The Authority has zero tolerance for any conduct that violates this policy. Conduct need not arise to the level of a violation of law in order to violate this policy. Instead a single act can violate this policy and provide grounds for discipline, up to and including dismissal, or other appropriate sanctions. If you are in doubt as to whether or not any particular conduct may violate this Policy, do not engage in the conduct, and seek guidance from a supervisor or the Human Resources Manager.

2. Harassment or discrimination against a covered individual by a supervisor, management employee, co-worker, volunteer, intern or contractor on the basis of race, color, religion or religious creed, sex, gender, gender identity (including transgender and transsexual), gender expression, national origin, ancestry, citizenship status, age, marital status, physical or mental disability, medical condition, genetic information, sexual orientation, military or veteran status or any other basis protected by law will not be tolerated.
3. This policy applies to all terms and conditions of employment including, but not limited to, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation and training.
4. Disciplinary action or other appropriate sanction up to and including dismissal will be instituted for prohibited behavior as defined below.
5. Any retaliation against a person or the family member of a person for filing a complaint, participating in the complaint resolution process, or engaging in any other protected activity is prohibited. Discrimination or retaliation against an individual for requesting a reasonable accommodation for a disability or religious belief, regardless of whether the accommodation was granted, is likewise prohibited. Individuals found to be retaliating in violation of this policy will be subject to appropriate sanction or disciplinary action up to and including termination.

C. Definitions.

1. *Protected Classifications.* This policy prohibits harassment, discrimination, or retaliation because of an individual's protected classification. "Protected classification" includes race, color, religion or religious creed, sex, gender, gender identity (including transgender and transsexual) , gender expression, national origin, ancestry, citizenship status, age (40 and over), marital status, physical or mental disability, medical condition, genetic information, military and veteran status, sexual orientation, and any other basis protected by law.
 - a. "Gender expression" means a person's gender-related appearance or behavior, whether or not stereotypically associated with the person's sex at birth.
 - b. "Gender identity" means a person's identification as male, female, a gender different from the person's sex at birth, or transgender. "Transgender" is a general term that refers to a person whose gender identity differs from the person's sex at birth.
 - c. "Sex" includes but is not limited to pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth or breastfeeding; gender identity; and gender expression. A transgender employee is protected against harassment, discrimination and retaliation for purposes of pregnancy, childbirth, breastfeeding and their related conditions.
2. *Policy Coverage.* This policy prohibits covered individuals from harassing, discriminating, or retaliating against covered individuals because:
 - a. Of an individual protected classification,
 - b. Of the perception that an individual has a protected classification, or
 - c. The individual associates with a person who has or is perceived to have a protected classification.

3. **Discrimination.** This policy prohibits treating 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 herein.
4. **Harassment.** Harassment includes, but is not limited to, the following types of behavior that is taken because of a person's actual or perceived protected classification:
 - a. **Speech**, such as epithets (e.g. nicknames and slang terms), derogatory or suggestive comments, propositioning, jokes or slurs, including graphic verbal commentaries about an individual's body or that identify a person on the basis of his or her protected classification. This may also include comments about appearance and/or stories that tend to disparage those of a protected classification.
 - b. **Visual forms of harassment**, such as derogatory posters, notices, bulletins, cartoons, drawings, sexually suggestive objects, or e-mails related to a protected classification. Visual harassment includes mimicking the way someone walks or talks because of their protected classification.
 - c. **Physical acts**, such as assault, offensive touching, impeding or blocking movement, pinching, grabbing, patting, leering, making express or implied job-related threats or promises in return for submission to physical acts, or any physical interference with normal work or movement.
 - d. **Unwanted 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.
 - e. **Sexual harassment**, may take the form of "quid pro quo" harassment or create a "hostile work environment."
 - i. "Quid pro quo" sexual harassment is characterized by explicit or implicit conditioning of a job or promotion on an applicant or employee's submission to sexual advances or other conduct based on sex.
 - ii. "Hostile work environment" sexual harassment occurs when unwelcome comments or conducted based on sex unreasonably interferes with the employee's work performance or creates an intimidating, hostile or offense work environment. Sexual harassment may occur even when the harassing conduct is not motivated by sexual desire.
5. **Guidelines for Identifying Harassment.** To help clarify what constitutes harassment in violation of this Policy, use the following guidelines:
 - a. Harassment includes any conduct which would be "unwelcome" to an individual of the recipient's same protected classification and which is taken because of the recipient's protected classification.
 - b. It is no defense that the recipient appears to have voluntarily "consented" to the conduct at issue. A recipient may not protest for many legitimate reasons, including the need to avoid being insubordinate or to avoid being ostracized.

- c. Simply because no one has complained about a joke, gesture, picture, physical contact, or comment does not mean that the conduct is welcomed. Harassment can evolve over time. Small, isolated incidents might be tolerated up to a point. The fact that no one is complaining now does not preclude anyone from complaining if the conduct is repeated in the future.
 - d. Even visual, verbal, or physical conduct between two employees who appear to welcome the conduct can constitute harassment of a third individual who observes the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not explicitly or specifically directed at an individual.
 - e. Conduct can constitute harassment in violation of this Policy even if the individual engaging in the conduct 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 of the recipient's same protected classification would find it offensive (e.g., gifts, over attention, endearing nicknames).
6. *Protected Activity.* A "protected activity" includes, but is not limited to any of the following:
- a. Filing a complaint with a federal or state enforcement or administrative agency;
 - b. Participating in or cooperating with a federal or state enforcement agency that is conducting an investigation of the Authority regarding alleged unlawful activity;
 - c. Testifying as a party, witness, or accused regarding alleged unlawful activity;
 - d. Associating with another employee who is engaged in any of the protected activities enumerated here;
 - e. Making or filing an internal complaint with the Authority regarding alleged unlawful activity or violation of this Policy;
 - f. Opposing violations of this Policy;
 - g. Participating in an investigation under this Policy;
 - h. Providing informal notice to the Authority regarding alleged unlawful activity or violations of this Policy; Calling a governmental agency's "Whistleblower hotline;"
 - i. Filing a written complaint under penalty of perjury that the Authority has engaged in "gross mismanagement, a significant waste of public funds, or a substantial and specific danger to public health or safety;"
 - j. Making a request for an accommodation for a disability; or
 - k. Making a request for accommodation for religious beliefs.
7. *Romantic and Sexual Relationships Between Supervisors and Subordinates.* Romantic or sexual relationships between supervisors and subordinate employees are discouraged. There is an inherent imbalance of power and potential for exploitation in such relationships. The relationship may create an appearance of impropriety and lead to charges of favoritism by other employees. A welcomed sexual relationship may change, with the result that sexual conduct that was once welcome becomes unwelcomed and harassing.

8. ***Retaliation.*** Any adverse conduct taken against a covered individual because of the individual's protected activity as defined in this Policy, or because an individual's family member has engaged in a protected activity. Retaliation of any kind is strictly prohibited. Any act of reprisal violates this Policy and will result in appropriate disciplinary action, up to and including termination.

Examples of actions that might be retaliation against a complainant, witness or other participant in the complaint process includes:

- a. Singling a person out for harsher treatment;
- b. Lowering a performance evaluation;
- c. Failing to hire, failing to promote, withholding pay increases, assigning more onerous work, abolishing a position, demotion or discharge; or
- d. Real or implied threats of intimidation to prevent an individual from reporting alleged wrongdoing, harassment, or discrimination. Any act of retaliation will be treated as a separate and distinct incident, regardless of the outcome of the harassment or discrimination complaint.

SECTION 7. COMPLAINT PROCEDURE FOR DISCRIMINATION, HARASSMENT AND RETALIATION

This section applies to all Authority applicants, employees regardless of rank or title, elected or appointed officials, interns, volunteers, and contractors (hereinafter referred to as "covered individuals").

The following complaint procedure is established for the investigation and resolution of unlawful harassment, discrimination and/or retaliation at the workplace. This procedure will be used in place of the Grievance Procedure established in Rule II, Section 8 herein to investigate and resolve such complaints.

An individual who utilizes the following complaint procedure may not simultaneously or subsequently use the Grievance Procedure established in Rule II, Section 8 herein relative to the same reported instance or instances.

A. Complaint Procedure.

A covered individual who feels he or she has been subjected to harassment, discrimination, or retaliation in violation of this Policy should report the conduct immediately as outlined below so that the complaint can be resolved quickly and fairly. All employees involved in the complaint process may be represented by a person of their choosing and at their own expense. A covered individual may make a complaint verbally or in writing to any of the following individuals:

- Immediate Supervisor;
- Any supervisor or manager within or outside of the department;
- Chief Operations Officer; or
- Human Resources Manager.

There is no need to follow the chain of command. Any supervisor or manager who receives a complaint should notify the Human Resources Manager immediately. In addition to making a complaint, an individual can also:

1. *Object to the Conduct.* Sometimes an individual is unaware that his/her conduct is offensive. The offensive behavior may be eliminated by simply informing the offender that the conduct or language in question is unwelcome and offensive and request that it be discontinued immediately. A person who believes he/she is being harassed is encouraged, but not required, to use this process. If the conduct in question continues after the offending person has been informed it is offensive, or if a person does not feel comfortable talking to the offending person directly, the employee should make a report in accordance with Subsection *b* and *c* below or go directly to the formal reporting process.
2. *Option to Report to Outside Administrative Agencies.* Covered individuals have 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).

B. Investigation of Complaint.

Upon receipt of a complaint of alleged harassment, discrimination or retaliation, the Human Resources Manager will be responsible for coordinating a thorough investigation (unless he/she is named in the complaint). The Human Resources Manager may coordinate the investigation with the complainant's department head and/or Director of MHSA and Ethnic Services and may hire an outside investigator if the Authority deems it appropriate. The type of investigation undertaken, and the party chosen to conduct the investigation will depend on the nature of the complaint made and will be determined by the Human Resources Manager. The Human Resources Manager will report the status of investigations to the Executive Director as appropriate. The Human Resources Manager, in concurrence with the Chief Operations Officer and Executive Director, may take interim action to diffuse volatile circumstances.

The investigator will review the complaint allegations in an objective manner and to the extent that the Authority deems necessary. The investigation will normally include interviews with the reporting individual, the accused, and any other person who is believed to have relevant knowledge concerning the allegations. The investigator will remind all witnesses to maintain the confidentiality of the interview and that retaliation against those who report alleged harassment or who participate in the investigation is prohibited.

The Authority takes a proactive approach to potential Policy violations and will conduct an investigation if its officers, supervisors, or managers become aware that harassment, discrimination or retaliation may be occurring, regardless of whether or not the recipient of the alleged action or a third party reports a potential violation.

C. Remedial and Disciplinary Action.

If the investigation determines that the alleged conduct occurred and that the conduct violated this Policy, the Authority will notify the complainant and perpetrator of the general conclusion(s) of the investigation and take effective remedial action that is designed to end the violation(s). If discipline is imposed, the level of discipline will not be communicated to the complainant.

Any employee or officer determined to have violated this Policy will be subject to disciplinary action, up to and including termination. Disciplinary action may also be taken against any supervisor or manager who condones or ignores potential violations of this Policy, or who otherwise fails to take appropriate action to enforce this Policy. Any official or contractor found to have violated this Policy will be subject to appropriate sanctions.

D. Final Recommendations.

The Human Resources Manager and Chief Operations Officer, in conjunction with legal counsel, and the Director of MHSA and Ethnic Services, may advise Department Head on recommended course of action in regards to the findings of the investigation of complaints regarding protected classifications.

E. Closure.

At the conclusion of the investigation, the Human Resources Manager will notify the complainant in general terms of the outcome of the investigation.

F. Confidentiality.

Every possible effort will be made to assure the confidentiality of complaints made under this policy. Complete confidentiality cannot be assured, however, due to the need to fully investigate and the duty to take effective remedial action. As a result, confidentiality will be maintained to the greatest extent allowed by law. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or Human Resources or designee. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction. The employer 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.

G. Responsibilities.

1. Managers and Supervisors are responsible for:
 - a. Informing employees of this policy.
 - b. Modeling appropriate behavior.
 - c. Taking all steps necessary to prevent harassment, discrimination or retaliation from occurring.
 - d. Receiving complaints in a fair and serious manner and documenting steps taken to resolve complaints.
 - e. Monitoring the work environment and taking immediate appropriate action to stop potential violations, such as removing inappropriate pictures or correcting inappropriate language.
 - f. Following up with those who have complained to ensure that the behavior has stopped and that there are no reprisals.
 - g. Informing those who complain of harassment or discrimination of his or her option to contact the EEOC or DFEH regarding alleged policy violations.

- h. Assisting, advising, or consulting with employees and Human Resources regarding this Policy and Complaint Procedure.
 - i. Assisting in the investigation of complaints involving employee(s) in their departments and, if the complaint is substantiated, recommending appropriate corrective or disciplinary action in accordance with these Rules and Policies, up to and including discharge.
 - j. Implementing appropriate disciplinary and remedial actions.
 - k. Reporting potential violations of this policy of which he or she becomes aware to the Human Resources Department and/or designee and department head, regardless of whether a complaint has been submitted.
 - l. Participating in periodic training and scheduling employees for training.
- 2. Each employee, intern, volunteer, or contractor is responsible for:
 - a. Treating all individuals in the workplace or on worksites with respect and consideration.
 - b. Modeling appropriate behavior.
 - c. Participating in periodic training.
 - d. Fully cooperating with the Authority's investigations by responding fully and truthfully to all questions posed during the investigation.
 - e. Maintaining confidentiality of any investigation that the employer conducts by not disclosing the substance of any investigatory interview, except as directed by Human Resources.
 - f. 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 supervisor, or department head, or Human Resources.

H. Mandatory Training.

As part of its commitment to ensuring a work environment free from harassment and discrimination, the Authority requires that all of its employees receive training on this Policy at least once every two years or more frequently as determined by Human Resources. Human Resources will schedule training sessions each year to ensure that employees are able to complete the mandatory training. Attendance at the training will be documented.

Any questions, concerns or comments related to this complaint procedure should be directed to the Human Resources Manager or the Chief Operations Officer.

SECTION 8. GRIEVANCE PROCEDURE

This section applies to all full-time, regular employees of the Authority with the exception of at-will employees.

A. Policy.

The goal of this grievance procedure is to make every reasonable effort to resolve applicable complaints as near as possible to the point of origin.

B. Eligibility to File a Grievance.

A grievant is a regular employee who is personally affected by an act or omission that occurred no more than 14 calendar days prior to the filing of the grievance, provided that the act or omission comes within the definition of “grievance” as described herein.

C. Definition of “Grievance.”

Subject to the exclusions listed in this Policy, a grievance is defined as any dispute that:

1. Is job-related,
2. Is wholly or partially within the province of the Authority to rectify or remedy,
3. Concerns terms and conditions of employment,
4. Involves the interpretation, application, or alleged violation of these Policies, and
5. Is not subject to any other Authority dispute resolution process or procedure that is provided by statute, ordinance, resolution or agreement.

D. Exclusions from the Grievance Procedure.

The following matters are excluded from the definition of “grievance.”

1. Requests for changes in wages, hours, or working conditions, including any impasse or dispute in the meet and confer process or matter within the scope of representation;
2. Requests for changes in the content of employee evaluations or performance reviews, oral or written warnings, reprimands or counseling memos;
3. Challenges to a decision to reclassify, layoff, transfer, deny reinstatement, or deny a step or merit increase;
4. Challenges to any disciplinary action; and
5. Challenges to examinations or the appointment to positions.

E. Grievance Procedure.

The grievance procedure has the following four steps:

1. *Step 1: Informal Discussion.*

Within 14 calendar days of the occurrence of the act(s) that constitute the grievance, an employee shall discuss the grievance with his/her immediate supervisor, who will investigate and/or attempt to resolve the matter. The supervisor will give the employee an oral reply within ten (10) calendar days after the discussion. If the employee is not satisfied with the reply or receives no timely reply, he or she may proceed to Step 2.

2. *Step 2: Formal Discussion.*

- a. Any grievance not resolved at Step 1 may be submitted in writing to the immediate supervisor no later than ten (10) calendar days after the date of the supervisor's oral reply.

If the employee does not receive a timely reply from his or her supervisor, he or she may submit a written grievance to the immediate supervisor no later than ten (10) calendar days after the expiration of the supervisor's time to reply in Step 1.

The written grievance must include all of the following:

- (1) A description of all facts regarding how the alleged violation occurred and how the grievant is/was adversely affected by the alleged violation; misinterpretation, or misapplication;
 - (2) Identify the specific provision of these Rules and Regulations that was allegedly violated, misinterpreted, or misapplied;
 - (3) The date or dates on which the violation, misinterpretation, or misapplication allegedly occurred;
 - (4) The documents, witnesses or other evidence that support the grievance;
 - (5) The desired solution or remedy;
 - (6) The signature and identification of the grievant; and
 - (7) The person, if any, the grievant has chosen to be his or her representative.
- b. No grievance will be accepted for processing until all of the information listed above is provided. Within ten (10) calendar days after the grievant provides all of the information listed above, the immediate supervisor may, in his or her discretion, schedule a meeting with the grievant for the parties to work at resolving the grievance. The immediate supervisor shall give the grievant a written reply within ten (10) calendar days after receipt of the written grievance, or the meeting, whichever occurs later, and will file a copy in the grievance file. If the grievant is not satisfied with the response, or receives no timely response, he/she may proceed to Step 3.

3. *Step 3: Department Director.*

Any grievance not resolved at Step 2 may be submitted in writing to the department director (e.g. Director of Clinical Program Services, Chief Operations Officer, Chief Financial Officer, Chief Compliance Officer, Director of MHSA and Ethnic Services, Medical Director) no later than ten (10) calendar days after the date of the immediate supervisor's written reply. If the employee does not receive a timely reply from his or her supervisor in Step 2, he or she may submit a written grievance to the department director no later than ten (10) calendar days after the expiration of the supervisor's time to reply in Step 2.

The grievant shall provide the department director with copies of the Step 2 response. Within ten (10) calendar days thereafter, the department director may, in his or her discretion, schedule a meeting with the grievant for the purpose of giving the parties the opportunity to resolve the grievance.

The department director will give the grievant a written reply within 14 calendar days after receipt of the written grievance, or the meeting, whichever occurs later, and will file a copy in the grievance file. If the grievant is not satisfied with the response or receives no timely response, he/she may proceed to Step 4.

4. *Step 4: Executive Director or Executive Designee*

The Executive Director may delegate non-involved executive level directors, department directors or other management-level employees to act on his or her behalf in this process.

Any grievance not resolved at Step 3 may be submitted in writing to the Executive Director or Designee no later than 10 days after the date of the department director's written reply. If the employee does not receive a timely reply from the department director in Step 3, he or she may submit a written grievance to the Executive Director or Designee no later than 10 calendar days after the expiration of the department director's time to reply in Step 3.

The grievant shall provide the Executive Director or Designee with copies of the Step 2 and 3 responses. Within ten (10) calendar days thereafter, the Executive Director or Designee may, at his or her discretion, schedule a meeting with the grievant to discuss the matter. After consideration of the facts and an investigation, if the Executive Director or Designee deems necessary, he or she will give his or her written decision to the grievant.

5. *Executive Director's Decision on Grievance.*

If the Executive Director delegates a management-level employee to act on his or her behalf during Step 4 of the grievance process, the Executive Designee will render an advisory recommendation to the Executive Director.

The Executive Director's decision will be final and binding. The Executive Director's decision will be limited as follows:

- a. The decision shall neither add to, detract from, nor modify the language of these Personnel Rules and Regulations.
- b. The decision shall be confined to the precise issue(s) the grievance has raised and that the grievant has submitted.
- c. Any monetary award in favor of the grievant may not exceed wages or benefits that the grievant has actually lost as a result of the matters alleged in the grievance. In no event shall any grievance award include any compensatory damages or attorneys' fees.

F. Settlement of Grievance.

Any grievance will be deemed settled when it is not appealed to the next step within the specified time limit, unless an extension of time to a definite date has been mutually agreed upon in writing. Any grievance that the grievant fails to timely move to the next step shall be deemed resolved on the basis of the last disposition.

G. Representation.

An employee may have a representative of his or her choice present at all stages of the grievance procedure, except that no one may be represented by an employee he or she supervises, and no employee may be represented by his or her supervisor or department director. If the employee's representative is a fellow employee, that employee will receive time off from his or her work assignment for the time of the grievance meeting or hearing plus reasonable travel time. Forty-eight hours prior to the grievance meeting, the employee shall inform the immediate supervisor, department director, Executive Director or Designee whether he or she shall be represented at the grievance meeting and shall identify the representative.

H. No Retaliation.

An employee shall not be penalized for using this procedure. However, the employee shall not be provided immunity from disciplinary action during the grievance process.

I. Withdrawal.

A grievant may withdraw any grievance at any time, without prejudice, by giving written notice to the Authority representative who last took action on the grievance, and by providing a copy of the notice to the Human Resources Department.

J. Resubmission.

Upon consent of the person hearing the grievance and the grievant, a grievance may be resubmitted to a lower step in the grievance procedure for reconsideration.

K. Miscellaneous.

If an employee is given an order that he or she wishes to grieve, the employee must first comply with the order and file a grievance later, unless the employee reasonably believes that the assignment endangers the health or safety of the employee or others or if the employee reasonably believes that the requested assignment violates the employee's constitutional rights or requires the employee to violate federal or state law.

SECTION 9. DRUG FREE WORKPLACE/TESTING POLICY

This section applies to all Authority employees.

A. Policy.

1. The manufacture, distribution, dispensation, possession, or use of alcohol, any controlled substance, narcotic, or prescription drug that has not been lawfully prescribed to the employee is prohibited in both Authority workplaces and wherever Authority business is performed.
2. An Authority employee is prohibited from working or being subject to call in if impaired by alcohol, any controlled substance, narcotic, or prescription drug whether or not lawfully prescribed.

3. An employee must notify his/her supervisor before beginning work when taking medications or drugs, including but not limited to prescription drugs, over the counter medications, or illegal drugs or narcotics, which could interfere with the safe and effective performance of duties or operation of the Authority equipment. If there is a question regarding an employee's ability to perform assigned duties safely and effectively while using prescribed medications, the Authority may require medical clearance.
4. Compliance with this policy is a condition of the Authority employment. Disciplinary action will be taken against those who violate this policy.

B. Scope of Policy.

This policy applies to all Authority employees when they are on the Authority property or when performing the Authority-related business elsewhere.

C. Searches.

In order to promote a safe, productive and efficient workplace, the Authority has the right to search and inspect all Authority property, including but not limited to lockers, storage areas, furniture, Authority vehicles, and other places under the common control of the Authority, or joint control of the Authority, and employees. No employee has any expectation of privacy in any Authority building, property, or communications system.

D. Drug and Alcohol Testing.

The Authority has discretion to test a current employee for alcohol or drugs in the following instances:

1. *Reasonable Suspicion Testing.* The Authority may require a blood test, urinalyses, or other drug and/or alcohol screening of those persons reasonable suspected of using or being under the influence of a drug or alcohol at work. Testing must be approved by the Human Resources Supervisor or Manager, the department director, or a designee.

"Reasonable suspicion" is based on objective factors, such as behavior, speech, body odor, appearance, or other evidence of recent drug or alcohol use which would lead a reasonable person to believe that the employee is under the influence of drugs or alcohol. (Refer to Alcohol and Drug Abuse Policy, attached to these Personnel Rules as *Exhibit A* for further indicators.) The supervisor/Manager may not rely solely on long-term signs such as absenteeism.

In order to receive authority to test, the supervisor must record the factors that support reasonable suspicion and discuss the matter with the Human Resources Supervisor or Manager or department director. If there is a reasonable suspicion of drug or alcohol abuse, the employee will be relieved from duty and placed on sick leave until the test results are received.

2. *Post-Accident Testing and Reporting.* The Authority may require alcohol or drug screening following any work-related accident or violation of safety precautions or standards in which the Authority suspects drugs or alcohol may have played a role in the accident or violation.

The suspicion of the involvement of drugs or alcohol in the accident or violation will constitute reasonable suspicion. This includes individuals who drive agency vehicles or conduct agency business while driving their personal vehicles. For employees subject to the Federal Motor Carrier Safety Regulations, such testing is mandatory for any accident that results in a fatality; anytime a driver is involved in an accident that results in anyone receiving medical treatment away from the scene of the accident, and/or any accident in which the driver receives a citation from law enforcement officials.

Employees involved in workplace accidents, illnesses, or injuries must report the incident to a supervisor as soon as practicable after the employee has realized that he or she has suffered a recordable work-related accident, injury, or illness. Employees may initially make reports verbally, whether by phone or in person, but employees reporting workplace accidents, illnesses, or injuries should provide a written report of the incident as soon as practicable. Nothing in this Policy is intended to deter or discourage employees from accurately reporting a workplace injury or illness and employees shall not be subject to retaliation for making a reasonable report about a workplace accident, illness, or injury.

3. *Pre-Employment Drug Testing.* Individuals seeking employment for “special need” positions, including safety-sensitive positions and positions that involve the direct influence over children, shall be required to pass a pre-employment drug test as a condition of employment.

E. Employee’s Responsibilities.

An Authority employee must:

1. Not report to work or be on standby or on-call status while impaired by alcohol, any controlled substance, narcotic, or prescription drug whether or not lawfully prescribed.;
2. Not possess or use controlled substances, narcotics, or prescription drugs that have not been lawfully prescribed to the employee at any time, or use alcohol at any time while on the Authority property or while on duty for the Authority at any location;
3. Not directly or through a third party manufacture, sell, distribute, dispense, or provide alcohol or controlled substances, narcotics, or prescription drugs to any person, including any employee, at any time while on the Authority property or while on duty for the Authority at any location; unless authorized and licensed to do so as an essential function of their job duties (ie, Psychiatric Technician, Psychiatrist)
4. Notify his or her supervisor, before beginning work, when taking any medications, narcotics, or drugs, prescription or nonprescription, which may interfere with the safe and effective performance of duties or operation of Authority equipment;
5. Notify the department director of any criminal conviction for a drug violation that occurred in the workplace within no more than five days after such conviction;
6. Notify the supervisor immediately of facts or reasonable suspicions when he or she observes behavior or other evidence that a fellow employee poses a risk to the health and safety of the employee or others; and

7. Consent to drug or alcohol testing and searches.

F. Management Employee Responsibilities.

The Authority management employees must:

1. Notify the state or federal granting agency which has funded the work or program, if any, within ten (10) days after receiving notice of any criminal drug statute convictions for a violation that occurred at a site where work is/was being done with a specific grant or contract;
2. Record factors supporting “reasonable suspicion” as defined above and consult with other management staff in order to determine whether there is reasonable suspicion to test an employee as described by this policy;
3. Take appropriate disciplinary action within thirty (30) days of receiving notice of any criminal drug statute conviction that occurred in an Authority workplace, up to and including dismissal, or require that the convicted employee participate satisfactorily in a drug abuse assistance or rehabilitation program as a condition for returning to duty; and
4. Take appropriate disciplinary action for any violation of this policy.

G. Employee Assistance Programs.

The Authority encourages employees to seek treatment voluntarily for alcohol or drug abuse and to utilize available employee assistance programs or medical insurance providers. Any employee who comes forth and notifies the Authority of alcohol or drug abuse problems will be given the assistance extended to employees with any other illness. In such cases, sick leave, or leave of absence without pay may be granted for treatment and rehabilitation as in other illnesses. Employees may be referred to or encouraged to participate in employee assistance programs and such participation may be a mandated alternative to disciplinary action. Participation in an employee assistance program, however, shall not be an automatic exemption of employees from disciplinary action resulting from inadequate job performance.

H. Tobacco Use.

Tri-City Mental Health Authority Facilities shall be smoke free. Employees and/or visitors to the Authority shall be directed to refrain from smoking within the premises and in other areas designated as “non-smoking” by the Authority. The Authority reserves the right to limit staff smoking on designated times and to designated areas. It is the policy of The Authority that smoking employees will not be granted or allowed to use additional break time or time away from their work station for smoking purposes (in addition to *any* regularly scheduled break time allowed for other employees). Further, to avoid staff modeling of potentially adverse health habits to clients, staff shall not be permitted to smoke when interacting with clients or to take smoke breaks with clients of The Authority. E-cigarettes are considered smoking materials and are also subject to this section.

1. *Medical and Recreational Marijuana* – Although medical and recreational marijuana use is legal under California State law, it is still currently illegal under Federal law. Tri-City, as an employer, complies with Federal law and reserves the right to enforce a drug and alcohol free workplace with regard to employees and applicants, in accordance with the law. Tri-City employees are required to refrain from drug and alcohol use immediately prior to and during performance of work-related duties, activities or functions.

Accordingly, medical use of marijuana that may be legal under the State Compassionate Use Act or non-medical recreational use that may be legal under Prop 64 does not constitute an acceptable explanation or excuse for a positive drug test under this Policy, and does not hinder or affect the Authority's ability to fail to refuse to hire such applicant as a result of the positive drug test. In such instances, the Medical Review Officer (MRO) will automatically verify such tests as "positive", and the candidate will be disqualified from further consideration.

I. Drug-Free Awareness Program.

The following is The Authority's drug-free awareness program:

2. Distribution of a brochure on the dangers of drug abuse to each Authority employee and volunteer; and
3. Notification to each Authority employee and volunteer of the availability of counseling and treatment of drug-related problems through the Authority's Employee Assistance Program provider.

SECTION 10. HOURS OF WORK

A. Normal Work Schedule.

Tri-City full-time employees shall be employed for a 40 hour work week minimum. No full-time employee may be scheduled to work less than 40 hours per week without a direct proportionate decrease in compensation unless otherwise authorized by the Executive Director. Any foreseeable absence or deviation from regular working hours desired by an employee shall, in advance, be cleared through the employee's supervisor, and such absences shall be noted on the employee's e-time sheet.

B. Flexible Work Schedule.

Flexible work schedules (i.e., varied specific starting and ending times of work shifts) within the normal workweek of 40 hours per week or the equivalent are not expressly prohibited by these Rules and Regulations. Executive Management may, at its discretion, approve flexible work schedules for employees or groups of employees to accommodate personal issues; however, the operational needs of the Authority and the provision of services shall be the primary issues of consideration in the deliberations of Executive Management.

C. Alternative Work Schedule.

Variations from the traditional five (5) days, eight (8) hours per day work week schedule are not expressly prohibited by these Rules and Regulations. Any alternative work schedules which are variations from the traditional five (5) days, eight (8) hours per day work week for individual employees or groups of employees shall require the approval of Executive

Management after thorough review and resolution of all potential impacts. Request for Modified Workweek Schedule form must be signed and submitted to HR. Employees assigned to an alternative work schedule shall continue to accrue leave time (i.e., sick leave, vacation and holidays) on an hourly basis as provided for in these rules and regulations. If an employee's regular day off ("RDO") falls on a scheduled paid holiday, the employee may take off the workday immediately before or immediately following the holiday; however, it must be in the same pay period so that it's taken within the same 80 hour pay period.

Employees on an alternative work schedule will also continue to have leave time deducted from accumulated hours on an hour-for-hour basis. At the discretion of Executive Management any alternative work schedule may be amended, modified or revoked at any time. Employees assigned to modified duty due to injury or illness or are subject to call-in for jury duty shall be reassigned to the standard five (5) days, eight (8) hours per day work week at the discretion of Executive Management.

D. Holidays on the Alternative Work Schedule.

Additionally, the scheduled paid holiday is an eight (8) hour paid holiday regardless of the agreed upon work schedule, whether it be a traditional or alternative work schedule. It is at the employee's discretion as to how to make up any remaining hour(s) via the use of a leave balance or unpaid hours(s).

E. Meals and Breaks.

Non-exempt employees are required to take a 30 minute meal break after 5 hours of work. Meal breaks must be taken away from the desk or work area. Meal breaks are unpaid and the employee may leave the premises. If an employee works no more than 6 hours in one day, the employee and his/her supervisor may mutually agree to waive the employee's meal break period.

A fifteen (15) minute compensated rest period will be provided for all non-exempt employees for each four (4) hour period of service. The rest periods may not be combined to shorten the workday or to extend the meal period. Break times may not be combined or accumulated.

F. Lactation Breaks

An employee who wishes to express breast milk for her infant child during her scheduled work hours will receive a reasonable amount of additional unpaid time beyond the 15-minute compensated rest period. Those desiring to take a lactation break must notify a supervisor prior to taking such a break. Breaks may be reasonably delayed if they would seriously disrupt operations. Once a lactation break has been approved, the break should not be interrupted except for emergency or exigent circumstances.

The Authority will make reasonable efforts to accommodate employees by providing an appropriate location, that is not in a bathroom, to express milk in private. The Authority will attempt to find a location in close proximity to the employee's work area. Employees occupying such private areas shall either secure the door or otherwise make it clear to others through signage that the area is occupied and should not be disturbed.

All other employees should avoid interrupting an employee during an authorized break under this section, except to announce an emergency or other urgent circumstance. Authorized lactation breaks for employees assigned to the field may be taken at the nearest appropriate private area.

G. Overtime Pay.

Overtime-eligible employees may not work overtime unless prior written approval is obtained from the employee's Supervisor. Working overtime without advance approval is grounds for discipline.

H. On-Call Duty.

On-Call Duty shall be assigned to affected clinical staff by the Director of Clinical Program Services to meet the needs of the Authority either on a voluntary basis, or a mandatory rotating basis at the discretion of the Director of Clinical Program Services. On-call coverage, outside regular business hours, is necessitated by consumer service needs. (Refer to On-Call Pay Policy & Procedure for further details.)

SECTION 11. ATTENDANCE / JOB ABANDONMENT

This section applies to all Authority employees.

A. Attendance.

Employees shall be in attendance at their work in accordance with the Rules and Regulations regarding hours of work, holidays and leaves. Employees shall keep records of attendance activities, which shall be reported to the Chief Financial Officer in the form and on the dates specified. Sick leave shall not be considered as a privilege which an employee may use at his or her discretion, but shall be allowed only in compliance with *Rule VI. Section 2. Sick Leave* in these Rules and Regulations.

B. Employee's Duty to Notify of Late Arrival or Absence.

An employee who is unexpectedly unable to report for work as scheduled due to illness or unforeseen circumstances must, absent extenuating circumstances as determined by the employee's immediate supervisor or department head, notify his or her immediate supervisor or designee directly 30 minutes prior to the beginning of the scheduled work time and report the expected time of arrival or absence or request time off. If the employee's immediate supervisor or designee is not available, the employee must notify the department head or program manager. Calls to reception will not be considered an acceptable form of notification. An employee who fails to provide timely notification as soon as practicable to his/her supervisor of any absence, 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. If an employee who is absent without leave fails to return to duty within 24 hours after due notice to return to duty has been issued, he or she may be subject to discipline up to and including discharge.

C. Job Abandonment.

An employee is deemed to have resigned from his/her position if he or she is absent for three consecutive scheduled work days/shifts without prior authorization and without notification during the period of the absence.

SECTION 12. EMPLOYEE PERFORMANCE EVALUATION

This section applies to all Authority employees, except the Executive Director.

The primary purpose for performance evaluations is to evaluate the work accomplishments and conduct of employees, to inform employees of their evaluations in writing, to establish goals and objectives for measuring job performance and to assist employees in improving overall job performance.

Employees shall be expected to satisfy the minimum standards established for their positions, which may include, but are not limited to, timely e-timesheet submission, productivity, documentation, attendance and punctuality, etc. The Authority reserves the right to withhold pay increases to individuals whose performance does not meet acceptable standards and to differentially reward staff based upon meritorious performance. Reports shall be prepared with a copy to the employee, if requested, and to the Human Resources Department for retention in the employee's employment history/personnel file.

A. Timing of Performance Evaluation Reports.

As provided for in these rules, a performance evaluation of each probationary employee shall be made by respective program managers or their designees as scheduled by the Human Resources Department in the form provided by the Human Resources Department. The employee's performance shall be reviewed at least every three months during the probationary period, and shall be evaluated at the conclusion of the probationary period. After having attained regular employment status the performance review date will change to a fiscal year basis, which may mean an employee will be evaluated for a shorter period of time to reach the fiscal year beginning date of July 1st. Performance Evaluations shall be prepared annually thereafter. All signed Performance Evaluations shall be submitted to HR and placed in the personnel file. A special performance evaluation may be prepared at any time at the discretion of the employee's supervisor to further reflect employee efficiency, character, and conduct.

B. Employee Review/Rebuttal.

The merits or content of a supervisor's report on an employee's work performance is not grievable under the Grievance Procedure established in these Rules and Regulations. Neither does the Disciplinary and Appeals Procedures set forth in these Rules and Regulations apply.

Each performance evaluation report shall be discussed with the employee to point out areas of successful performance and areas that need improvement. If an employee wishes to rebut a performance evaluation report, he/she may take the following actions within ten (10) working days of his/her review of the report:

1. The employee may submit a response in writing to his/her supervisor.
2. If the employee's concerns are not resolved through review by the supervisor, the employee may within ten (10) working days request a review of the performance evaluation report and a written response by the department head.
3. If the employee's concerns are not resolved by review by the department head, the employee may within ten (10) working days request review by the Executive Director.

4. The Executive Director or his/her designee shall review the rebuttal and responses, if any, within ten (10) working days of receipt and issue a final decision.

SECTION 13. EMPLOYEE ACTIVITIES / OUTSIDE EMPLOYMENT

This section applies to all Authority employees.

A. General Considerations.

During the employee's work day, he/she is expected to devote his/her full time to the performance of his/her assigned duties as an Authority employee. An employee in the competitive service shall not engage in any employment, activity, or enterprise which is inconsistent, incompatible, or in conflict with his/her duties, functions, or responsibilities as an Authority employee. Neither shall he/she engage in any outside activity which will directly or indirectly contribute to the lessening of his/her effectiveness as an Authority employee.

No employee shall engage in any type of activity relating to an employee organization which interferes with the safe and efficient operation of Authority business during such time an employee is on duty, except as provided for by these Rules and Regulations, memoranda of understanding, or state or federal law.

B. Determination of Inconsistent Activities.

In making a determination as to the consistency of outside activities, the immediate supervisor shall consider, among other pertinent factors, whether the activity:

1. Involves receipt or acceptance by the employee of any money or other consideration from anyone other than the Authority for the performance of any act which the employee, if not performing such act, would be required or expected to render in the regular course or hours of his/her Authority employment or as part of his/her duties as an Authority employee; or
2. Involves the performance of an act in other than his/her capacity as an Authority employee which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement by such employee or the department by which he/she is employed; or
3. Involves the use of Authority time, facilities, equipment or supplies, or the information, certification, prestige, or influence obtained through Authority employment for private gain or advantage; or
4. Involves the solicitation of future employment with a firm or individual doing business with the Authority over which the employee has some control or influence in his/her official capacity or has a financial interest in an Authority contract which the employee is making on the Authority's behalf in his or her official capacity, at the time of transaction; or
5. Involves the performance of act or work which may interfere with the employee's ability to effectively perform the duties and responsibilities of his/her job, or involves time demands that would render the employee's performance of his or her regular Authority employment less efficient or dangerous to the employee.

6. Requests for approval of outside employment shall be in writing (on the "Outside Employment Request" form located on Summit, the Authority's Intranet website). A copy of the form will be placed in the employee's personnel file and provided to the appropriate Program Manager. The form must include the second employer/ agency's name, location, position title, duties, hours, anticipated start date and such other information as may be required.

The request must be approved prior to commencing any outside employment.

7. An outside employment authorization is valid only up to one year. Should the employee continue the outside employment, activity, or enterprise for a longer duration, he or she must make, and is responsible for making, another request following the process in this Policy.
8. If the immediate supervisor denies an employee's outside employment request, the employee may submit a written notice of appeal to the Executive Director within 10 days after the date of the denial. The decision on appeal will be put in Writing, provided within 10 days after the receipt of the appeal, and will be final.
9. Any outside employment authorization may be revoked or suspended during the year it is granted under the circumstances listed below.
 - a. The employee's work performance declines; or
 - b. An employee's conduct or outside employment conflicts with the conditions of the outside work authorization or is incompatible with the employee's work for the Authority.

An employee may appeal the revocation or suspension as provided in this Policy.

C. Improper Use of Authority Equipment Prohibited.

No Authority owned equipment, autos, trucks, instruments, tools, supplies, machine, badge, identification cards, or other items which are the property of the Authority shall be used by an employee except upon prior approval of the Executive Director or the latter's designee for managing that property.

D. Compliance with Employment Standards.

All employees will be required to comply with basic employment standards as applicable to their classifications. Basic employment standards will be established in areas which may include, but are not limited to, timely e-timesheet submission, productivity based on direct client service, compliance with client service documentation, attendance and punctuality, etc.

E. Public Information Statement.

1. No employee should speak on behalf of the Authority to any outside media (i.e.: newspapers, news reporters, radio stations) without explicit approval from the Executive Director.

2. All employees of the Authority must inform their Supervisor or Human Resources as soon as possible of any criminal misdemeanor or felony conviction, regardless of the nature of the conviction.

SECTION 14. RIGHT TO WORK IN THE UNITED STATES/IMMIGRATION REFORM AND CONTROL ACT OF 1986

This section applies to all Authority employees.

In accordance with the Immigration Reform Act and Control Act of 1986, all new employees must verify identity and entitlement to work in the United States by providing required documentation.

If an employee loses such rights or is unable to demonstrate that he/she is legally permitted to work in the United States, he/she will be disqualified from employment at the Authority resulting in discharge without notice or rights of appeal.

SECTION 15. ANTI-SOLICITATION POLICY

This section applies to all Authority employees.

Non-employees may not solicit employees or distribute literature of any kind on Tri-City Mental Health Authority premises at any time. Employees may only admit non-employees to work areas with management approval or as part of a Company-sponsored program. These visits should not disrupt workflow. The Authority employee must accompany the non-employee at all times. Former employees are not permitted onto Company property except for official Authority business. Employees may not solicit other employees during work times, except in connection with an Authority approved or sponsored event.

Employees may not distribute literature of any kind during work times, or in any work area at any time, except in connection with an Authority-sponsored event. Employees may, however, with written Supervisor approval, leave private fundraiser materials i.e. for schools, Girl Scout cookies, Avon, Tupperware, etc., on display in the employee lunchrooms, allowing employees to participate at their own volition.

The posting of materials or electronic announcements is permitted with approval from Human Resources. Violation of this policy should be reported to Human Resources.

SECTION 16. CELL PHONE / ELECTRONIC DEVICE USE POLICY

This section applies to all Authority employees.

A. Applicability and Purpose.

This policy and procedure applies to the use of personal and Tri-City issued cell phone and electronic devices by employees within the course and scope of employment. Violation of this policy may result in disciplinary action up to and including termination.

B. General Policy on the Use of Tri-City Cell Phones and Electronic Devices.

All Tri-City cell phones and electronic devices ("Devices") are provided as a tool to conduct Tri-City-related business. Tri-City Devices are issued on an as-needed basis with the approval of the Department Head.

All Tri-City employees shall use such Devices in a responsible, appropriate, and safe manner. All employees assigned Devices shall assume the responsibility to use the equipment in accordance with the provisions of this policy. (Refer to Acceptable Use Agreement for further details.)

1. Employees are prohibited from installing any third party equipment to Tri-City Devices unless approved by the employee's supervisor in writing with final approval from the IT Manager.
2. Employees have no expectation of privacy as to the Devices, including but not limited to data residing in Devices and /or voice mail. Tri-City may inspect that data at any time and without notice, as permitted by state and federal law. Employees must provide Tri-City with username and passwords for any Device upon Tri-City's request.
3. Employees shall protect Tri-City Devices from loss or damage. An employee assigned a Tri-City Device is responsible for its good care and will be required to reimburse Tri-City's cost for any damage, or lost Devices due to negligence. If a Device is damaged, fails to work properly, or is stolen or lost, the employee shall immediately notify the Department Head and the Information Technology Department.
4. Tri-City Devices should only be used by Tri-City employees in the performance of their official duties. Personal use of Tri-City Devices, except in emergency situations or for incidental personal use, is strictly prohibited and will result in disciplinary action and reimbursement of charges for personal use. Incidental personal use of Tri-City Devices, as defined by the Authority, is allowed if such use is kept to a minimum and limited to break times or non-working hours; does not interfere or conflict with Authority operations or the work performance of Authority employees; allows an employee to more efficiently perform Authority work as determined by his or her supervisor or department head; is not abusive, illegal, inappropriate or prohibited by these Rules; and the employee clearly indicates it is for personal use and does not indicate or imply Authority sponsorship or endorsement.
5. Employees shall acquaint themselves with the rate plan that applies to their Device and use their best efforts to make the most economical and cost efficient use of the Device. Cell phones are unique in that they may have charges for both in-coming and outgoing calls and texts. In addition, local calls can still incur airtime charges if the plan minutes are exceeded. A call may be made from a Device only if it cannot be made at any other time with a provided wired landline telephone. Because cell phones have additional "air time" and possible other charges, employees are expected to use a wired landline telephone when available.
6. Employees are prohibited from using the camera function on Tri-City Devices except as authorized by a supervisor for work-related purposes.
7. Tri-City employees are responsible for complying with the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Private Health Information (PHI) of Authority consumers is not discussed in areas where the public can overhear information; this includes information shared while using Tri-City Devices.

8. No PHI data should ever be sent as text message through a cell phone or other device. Text messaging is allowed as long as staff has prior approval from the client to receive text messages for informational purposes, PHI is not included in the text message and the text message is documented in all related clinical paperwork.
9. An Authority employee who is issued an Authority cell phone must refrain from using his or her personal cell phone for Authority-related business, unless expressly permitted by the employee's immediate supervisor or department head or in emergency circumstances in which the employee does not have access to the Authority-issued cell phone.

C. Use of Personal Devices.

1. Employees are required to limit personal Device usage during working hours to breaks or lunch periods. Usage outside of the break and lunch periods should be Minimal and must follow the guidelines of this Policy.
2. Personal Devices must be in silent or vibrating mode during work hours and must not be disruptive to co-workers.
3. Employees are prohibited from using the camera function on personal Devices in the workplace.
4. Employees may not use Personal Devices for work related purposes unless required by his or her official duties and permitted by his or her department head.

D. Use of Devices While Operating a Vehicle in the Course and Scope of Employment

1. In the interest of the safety of our employees and other drivers, Tri-City employees are generally prohibited from using Devices while driving within the course and scope of employment for Tri-City. Personal and/or agency provided cell phones or other electronic devices are generally required to be turned off any time an employee is driving a Tri-City or personal vehicle in the performance of their job duties for Tri-City. They shall not be used for voice, text, or email communications while driving on Tri-City time except in emergency situations where permitted by the California Vehicle Code.
2. As determined by Tri-City management, if your job requires that you keep your Device turned on while you are driving, you must use a hands-free device while using your cell phone to conduct agency business while driving in compliance with the Tri-City Cell Phone/Electronic Device Usage policy and as required by law.
3. In the event of a vehicle accident the camera function on Tri-City Devices may be used to record accident information.

SECTION 17. WORKPLACE SECURITY

This section applies to all Authority employees, contractors, volunteers and interns.

A. Policy.

Tri-City is committed to providing a safe and secure workplace for employees and the public. Tri-City will not tolerate acts or threats of violence in the workplace. The workplace includes any location where Tri-City 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.

B. Prohibited Behavior.

Employees are prohibited from engaging in or promoting acts of intimidation, violence, threats, coercion, assault, bullying, and/or abusive behavior toward any person while in the course of Tri-City employment. Tri-City 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.

C. Definitions.

1. "Workplace Violence" is 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, including but not limited to striking, punching, slapping or assaulting another person.
 - b. The destruction of, or threat of destruction of, Tri-City property or another employee's property.
 - c. Harassing or threatening phone calls.
 - d. Surveillance.
 - e. Stalking.
 - f. Intimidation and/or Bullying Behavior
 - g. Possession of offensive or defensive weapons during work hours or on Tri-City property is prohibited. "Weapons" are defined as firearms, chemical sprays, clubs or batons, knives, or any other device, tool, chemical agent 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.

D. Incident Reporting Procedures.

1. Employees must immediately report to their supervisor or Program director if they have been a victim of, or have witnessed, workplace violence. The supervisor or program director will report the matter immediately to the Human Resources Manager.
2. The Human Resources Manager 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.

3. The Human Resources Manager will take appropriate steps to provide security, such as:
 - a. Placing the employee alleged to have engaged in workplace violence on administrative leave, pending investigation;
 - b. Asking any threatening or potentially violent person to leave the site; or
 - c. Immediately contacting an appropriate law enforcement agency.

E. Investigation.

The Human Resources Manager will see that reported violations of this policy are investigated as necessary.

F. Management Responsibility.

Each program director has authority to enforce this policy by:

1. Training supervisors and subordinates about their responsibilities under this policy;
2. Assuring that reports of workplace violence are documented and addressed accurately and timely;
3. Notifying the Human Resources Supervisor or Manager and/or law enforcement authorities of any incidents;
4. Making all reasonable efforts to maintain a safe and secure workplace; and
5. Maintaining records and follow up actions as to workplace violence reports.

G. Follow-Up and Disciplinary Procedures.

An employee found in violation of this policy will be subject to disciplinary action, up to and including termination of employment. Tri-City may also direct that an employee submit to a fitness for duty examination. In addition, employees found in violation of this policy may be subject to criminal prosecution.

SECTION 18: ANTI-BULLYING POLICY

This section applies to all Authority employees, contractors, interns and volunteers.

A. Purpose.

The Authority is committed to providing a safe work environment. In addition to prohibiting all forms of discrimination and harassment, the Authority has a zero tolerance policy for any form of intimidation or bullying in the workplace or elsewhere, such as offsite events.

B. Policy.

Every employee and every other individual, including, but not limited to, temporary workers, consultants, independent contractors, volunteers, and visitors has the right to be treated with respect.

Bullying is the use of aggressive behavior with the intention of harming, intimidating, offending, degrading, or humiliating another individual. Bullying also includes harming, intimidating, offending, degrading, or humiliating another employee whether intentionally or unintentionally. It can include any written, visual, verbal, or physical act, when the act physically harms the individual or damages his or her property; has the effect of interfering with an employee's ability to work; is severe or pervasive; and creates an intimidating or threatening environment. Frequent or severe use of swearing, profane language, or sexually explicit comments violates this Anti-Bullying Policy.

Bullying includes, but is not limited to:

1. Deliberately undermining a person's work or person's participation in the workplace;
2. Tormenting, teasing, offensive innuendo, taunting, abusive comments;
3. Threatening gestures or posturing, physical intimidation, pushing, shoving, punching, unwanted physical contact, any use of violence;
4. Graffiti;
5. Name-calling, sarcasm, spreading rumors;
6. Swearing, using profane, lewd or other offensive language.
7. Abusive Conduct, which is defined as is conduct perpetrated by an employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act does not constitute "abusive conduct," unless especially severe and egregious.

Bullying may also occur via use of electronic or telephonic communications such as internet, email and chat rooms, mobile threats by text-messaging or telephone or cellphone calls or misuse of cameras and video equipment.

C. Complaint Procedure.

Any individual who believes that he or she is being or has been subjected to any form of bullying should immediately report this to his or her supervisor, program director, or Human Resources. In addition, any person who believes that they have witnessed bullying and any person who has received a report of such conduct, whether the perpetrator is an employee or a non-employee, shall immediately report the conduct to their supervisor, program director, or Human Resources.

1. If an Employee reports workplace bullying to Human Resources, the Human Resources Department 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.

2. The Human Resources Department will then take appropriate steps based on the nature of the complaint and will see that reported violations of this policy are investigated as necessary.

D. Policy Against Retaliation.

The Authority policy prohibits any form of retaliation against an employee who reports an incident of bullying, or participates in an investigation by the Authority or its representatives into allegations of bullying. Additionally, all employees have a duty to cooperate in connection with any investigation by the Authority or its representatives into allegations of bullying. Any employee found to engage in retaliation is subject to discipline, up to and including termination.

RULE III. CLASSIFICATION PLAN

SECTION 1. CLASS SPECIFICATIONS

This section applies to all Authority employees.

Human Resources will establish and maintain the classification plan covering all classifications in the competitive service. The classification title of a position shall be used in all official personnel and budget records and transactions. Class specifications shall include a listing of sample duties as well as employment expectations of employees in the class. When a new position has been created, the Position Related Changes and Recruitment Form must be completed and signed by the Executive Director, Chief Operations Officer, Chief Financial Officer and Department Director for the new position and submitted to Human Resources for approval. The new position must be approved by the Governing Board and included in the Classifications Specifications before any job posting or recruiting can begin.

SECTION 2. LICENSURE AND CERTIFICATION

This section applies to all Authority employees.

Certain job classifications at the Authority shall require a current certification or approved license either at hire or within a specified period of time. Acquisition and/or renewal of such license, certification and/or waiver shall be the sole responsibility of the employee, including fees and applications, unless specified in writing and approved in advance by the Executive Director. The absence of a valid required license, certification or approved waiver may be grounds for disqualification for employment and failure to renew a required license, certification or approved waiver, by the expiration date, may constitute grounds for immediate discharge. All applicants/employees that are listed as excluded on the U.S. Department of Health & Human Services OIG (Office of Inspector General) website are subject to immediate discharge.

RULE IV. RECRUITMENT AND SELECTION

This section applies to all Authority employees.

SECTION 1. JOB ANNOUNCEMENTS

All positions to be filled in the competitive service shall be publicized by posting announcements on the Authority's website, or in such other places as Human Resources deems advisable. The announcements shall specify the title and pay for the position, the nature of the work to be performed; preparation desirable for the performance of the work of the class; the dates, time, place and manner of submitting applications; the closing date for receiving applications and resumes; the minimum requirements for the position; and other pertinent information. There shall be a minimum of ten (10) working days from the date the recruitment opens and until it closes. Resumes must be received in the Human Resources Department by "close of business" on the day the filing time expires. There will be an exception for closed promotional recruitments which shall be posted a minimum of five (5) working days. The time for filing applications may be extended or reopened as needed by Human Resources.

SECTION 2. APPLICATION FORMS

Applications shall be made on forms provided/authorized by Human Resources. Such forms shall require information covering training, experience, and other pertinent information as deemed necessary by Human Resources. All applications must be signed by the person applying. No appointment shall be finalized until a completed official application form is received by Human Resources. Applications are required to be completed online on the CalOpps.org website. It is the responsibility of the applicants to show that they clearly meet the minimum requirements for the position applied for and be able to perform the essential functions of the position with or without reasonable accommodation. The applicants shall certify to the correctness of all statements made on the application. After filing, information on the application may be amended only with the permission of Human Resources. Applicants may be required to submit additional information about their job related qualifications, or to submit evidence of their possession of degrees, licenses or certificates, or of the completion of courses of study or training. Failure to supply such information or evidence may disqualify an applicant.

Applications, resumes, examination papers, and any and all other information submitted as part the examination process become the property of the Human Resources Department and Tri-City Mental Health Authority. Resumes/applications will be screened based upon the minimum qualifications indicated in the job announcement. Applicants meeting the minimum qualifications, or those appearing to be the "most qualified", will be selected to participate in successive parts of the selection process. Possession of the minimum qualifications does not ensure that an applicant will be interviewed. Applications/resumes will be reviewed in comparison with all other applications/resumes received.

After a conditional offer of employment has been extended to an applicant, the Authority will require the applicant to be fingerprinted and/or subjected to a criminal record check. It may also require the applicant to submit to a fitness for duty examination that is job-related; necessary for efficient operations of the agency; and required of all applicants for the job classification. An applicant who is required to pass a medical and/or psychological examination will be notified of his/her right to obtain a second opinion at his/her expense and that he/she may submit such second opinions for consideration.

SECTION 3. INTERNAL APPLICANTS

Qualified Employees in good standing may apply for any of the posted positions. The employee must have a 3-month and 6-month signed evaluation on file with HR. The employee must have a minimum of a "Meets" as the final evaluation in order to be eligible. The employee should notify his or her current supervisor that they have applied for an internal position. Any employee actively on a Performance Improvement Plan ("PIP") is not eligible. This provision shall not apply to lateral transfers.

SECTION 4. LATERAL TRANSFERS

An employee may be transferred by the Authority at any time from one position to another position in the same or comparable class, involving the performance of similar duties and requiring substantially the same basic qualifications with no change in pay. In addition, an employee may request and be granted a transfer if approved by Human Resources and affected program managers. Only those employees who are currently in a position of equal or greater qualifications shall be considered for the transfer.

The procedure for a lateral transfer is as follows:

1. Hiring Managers with an available vacancy that are interested in accepting lateral candidates shall submit a Position Related Changes and Recruitment Form to advertise the vacancy, either internally or externally.
2. Employees interested in a lateral transfer must submit an application to an open and available recruitment via CalOpps.
3. Qualified and eligible employees may be interviewed by the Hiring Manager.
4. Selection(s) for the lateral transfer will be made by the Hiring Manager or on a first come, first served basis.
5. Both the employee's existing department head and the department head where the vacancy exists must agree upon the transfer.

The Hiring Manager is responsible for completing a performance review/reference check with the potential transferring employee's current manager.

An employee so transferred shall receive the same salary received in the former classification. The employee's base salary will only be transferrable. Bilingual and On-Call Pay will be determined based on the need of the position being transferred into.

SECTION 5. DISQUALIFICATION

Human Resources shall reject any application/resume which indicates on its face that the applicant does not possess the qualifications specified for the position or has not properly completed an application or has excluded other requested supplemental information.

- A. Applications shall also be rejected for any of the following reasons, insofar as they relate to the applicant's ability to perform the job for which the application is made. There will be no written notification sent to the applicant in these following instances:

1. If the applicant does not possess the required license and credentials specified;
 2. If the applicant applying for any position has an “exclusion” as a result of a search on the U.S. Department of Health & Human Services Office of Inspector General OIG exclusions database;
 3. If the applicant has requested to have the application/resume withdrawn from consideration;
 4. If the applicant is not legally permitted to work within the United States;
 5. If the applicant is a current user of illegal drugs;
 6. If the applicant has made false statements of any material fact, or omissions, practices, or attempted to practice any deception on the application/resume or in securing eligibility or appointment;
 7. Failure to be present upon appropriate notification for fingerprinting or medical testing or examination as required;
 8. Unsuitability of an applicant’s work record as indicated upon a review of qualifications;
 9. Any material cause which, in the judgment of Human Resources, would render the applicant unsuitable for the particular position, including prior resignation, prior termination or a significant disciplinary action with the Authority.
- B. An applicant will be provided written notification in the following instance: If the applicant has been convicted of either a misdemeanor or a felony that directly and adversely relates to the specific position duties that the applicant would perform. Unless required by law, the Authority will not deny employment to any applicant solely because he or she has been convicted of a crime. The Authority may, however, consider the nature, date and circumstances of the offense, evidence of rehabilitation, as well as whether the offense is relevant to the duties of the position.
- C. An applicant may be rejected if the applicant is related by blood or marriage to an existing employee and if Human Resources make findings that hiring a relative in the particular position could adversely affect supervision, security, or morale within the department.
- D. False statements or evidence that an employee committed deception or fraud in his/her application will be cause for discharge.

SECTION 6. EMPLOYMENT OF RELATIVES AND SPOUSES/DOMESTIC PARTNERS

It is the Authority’s policy not to discriminate in its employment and personnel actions with respect to its employees, prospective employees, and applicants on the basis of marital status, domestic-partner status and relatives. No employee, prospective employee or applicant shall be improperly denied employment or benefits of employment on the basis of his/her marital status or relatives. This policy also applies to the selection of persons for a training program leading to employment.

Marital status is defined as an individual's state of marriage, divorce or dissolution, separation, or other marital state for the purpose of this anti-discrimination policy. Relatives for the purposes of this section is defined as spouse, registered domestic partner, parent, children (including foster care children), brother, sister, half-brother, half-sister, mother-in-law, father-in-law, grandparents, grandchild, aunt, uncle, niece or nephew.

Notwithstanding the above provisions, the Authority retains the right:

- A. To prohibit relatives from working in the same department, division, program or facility where such has the potential for creating adverse impact on supervision, safety, security, or morale or involves potential conflict of interest. For example, one relative will generally not be permitted to maintain a supervisory relationship over another relative. A "supervisory relationship" is defined as 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 to his or her Authority appointment.
- B. When two employees, employed by the Authority in the same department, division, program or facility marry or file for legal status as domestic partners and where such has the potential for creating adverse impact on supervision, safety, security or morale, the Authority will attempt to transfer one spouse (or domestic partner) to a similar classified position in another department, division, program or facility. Although the wishes of the involved parties as to which spouse (or domestic partner) will be transferred will be given consideration by the Authority, the controlling factor in determining which spouse (or domestic partner) shall be transferred shall be the positive operation and efficiency of the Authority.

If any such transfer results in a reduction in salary or compensation, the transfer shall not be considered disciplinary in nature and shall not be subject to any form of administrative appeal. If continuing employment of two spouses (or domestic partners) cannot be accommodated in a manner consistent with the Authority's interest in promotion of safety, security, morale and/or efficiency, the Authority retains sole discretion to separate one spouse from Authority employment. Absent resignation by one affected spouse (or domestic partner), the less senior of the involved parties will typically subject to separation and the same shall not constitute discipline and shall not be subject to any administrative appeal. However, if in the Authority's discretion, the retention of the less senior spouse (or domestic partner) would better serve the interest of the Authority, the said spouse (or domestic partner) shall be retained.

- C. To maintain or adopt bona fide health plans which provide additional or greater benefits to employees with dependents than to those employees without or with fewer dependents. Where such bona fide health plan discriminates against individuals on the basis of marital status, benefits shall not be conditioned upon whether an employee is "head of household," "principal wage earner," "secondary wage earner," or other similar status.

SECTION 7. SUBJECT AND METHOD OF EXAMINATIONS

Examinations shall be competitive and may consist of written test, oral test, appraisal interview, performance test, evaluations of prior training, experience and education; or any combination thereof. Each examination must be job related and must be designed to test the ability of an individual to perform the duties of the job. The scope and type of examination is to be determined by Human Resources. If a person fails to pass such an examination, he/she may be disqualified from consideration for employment. Each candidate invited to an examination shall be given written notice of the examination results.

As the needs of the Authority may require, promotional examinations may be conducted and may consist of evaluation of prior service, accomplishments in special training courses, or other tests. All candidates for promotion must be employees of the Authority and must possess the minimum qualifications as set forth in the specifications of the class to which promotion is sought.

SECTION 8. CONDUCT OF EXAMINATIONS

Human Resources will determine the manner, methods, applicant pool, and by whom examinations will be given. The Authority may contract with any competent agency or individual for the performance by such agency or individual for giving or scoring examinations.

SECTION 9. ELIGIBILITY LISTS

Eligibility lists may be established by Human Resources following a competitive examination process and will consist of the names of persons successfully passing a competitive examination process. Under circumstances in which an open and continuous recruitment is posted and conducted, Human Resources may approve the appointment of a qualified applicant without the establishment of an eligibility list. Eligibility lists shall be valid and in effect for a period of up to one year.

An eligibility list may be extended by action of Human Resources for additional six-month periods. If less than three (3) names of qualified applicants are available for appointment, Human Resources may declare the list invalid. Names shall be removed from an eligibility list for any of the following reasons:

- A. If an eligible requests orally or in writing that his/her name be removed.
- B. If an eligible fails to accept an offer of employment from the Authority.
- C. If an eligible on a promotional list resigns from the Authority.
- D. If an eligible, in a medical examiner's opinion, is unable to perform the essential functions of the position even with reasonable accommodation.
- E. If a person on the eligibility list leaves no forwarding address at which he/she can be contacted by mail.
- F. If an eligible is found to be unsuitable for the position by the immediate supervisor.

SECTION 10. TYPES OF APPOINTMENTS

All vacancies in the competitive service, other than temporary vacancies, shall be filled by reinstatement, transfer, demotion or from an appropriate eligibility list, if available. In the absence of persons eligible for appointment in the above manner, temporary appointments may be made in accordance with these rules and regulations.

A. Appointment.

After interview and investigation, Human Resources shall effect the appointment by notifying the selected candidate subject to passing the required examinations listed below, and if the applicant accepts the appointment and presents himself/herself for duty within the period of time as the immediate supervisor shall prescribe, he/she shall be deemed to be appointed; otherwise, he/she shall be deemed to have declined the appointment.

Prior to appointment to a position in the competitive service, a person may be required to pass a medical (possibly including drug/alcohol screen), and/or physical examination plus fingerprinting and processing through the California Department of Justice in keeping with California Code of Regulations section 703(d) to the satisfaction of Human Resources.

B. Emergency Appointments.

To meet the immediate requirements of an emergency condition, a supervisor may in his or her discretion retain persons as Authority employees on a temporary basis as may be needed for the duration of the emergency which may exceed 60 working days without regard to the personnel rules affecting appointments. Such appointments shall be reported to Human Resources within 24 hours and shall require approval of the Executive Director and shall be terminated at the discretion of the Authority regardless of cause or reason as determined by the Executive Director or his or her designee.

C. Temporary Appointments.

Temporary appointments may be made by Human Resources of persons who possess the qualifications for the position. A temporary appointee is typically a person with some administrative experience brought in to the Authority to complete a short term project. Such appointments shall not continue for a period in excess of any six (6) months unless approved by the Executive Director. Temporary employees will not be entitled to annual vacation leave with pay, or holiday pay as is provided in these rules. Temporary employees will be provided with sick leave to the minimum extent required by law. However, if a temporary appointment is converted to a probationary appointment without interruption of service, the period of temporary service may be credited towards the completion of the probationary period. Annual vacation leave will not accrue for the period of service that the temporary appointee has served and received compensation for as provided in these rules. All temporary assignments must be made within budget limitations and shall not be the basis for preferential hiring consideration.

D. Provisional (Interim) Appointments.

When the service demands of the Authority are such that a management level position is open and it could adversely affect the immediate operations of the Authority not to promptly fill it and an immediate open competitive recruitment process is not practical and/or in the absence of an eligibility list for such a management level position, the appointing authority may make a provisional appointment. A provisional appointee is typically a person with management level expertise and/or has a highly skilled specialty that would require an intensive and lengthy recruiting process.

1. Any person appointed in provisional status shall meet the minimum qualifications for the position to which he/she is being appointed.
2. No person shall remain in the provisional appointment status for more than 12 months, except as approved by the Executive Director. Except in cases of retired annuitants, in which the appointment would be limited to 960 hours per fiscal year.
3. A provisional appointee who is subsequently appointed to a regular position shall be entitled to credit for the time served in the provision status toward the completion of his/her probationary period.

4. A provisional employee shall be entitled to the same salary and benefits as a regular employee.
5. Prior to being appointed in a regular status, a provisional appointee shall successfully complete the competitive examination/interview process.
6. A provisional appointment shall not be the basis for preferential hiring consideration.

E. Trainee Appointments.

When it becomes necessary for the appointing authority to fill an open classification with a less qualified person than required by the classification, and elects to train the person until minimum qualifications are met, the appointing authority may fill the classification with a trainee.

1. Trainee status may be assigned to any classification.
2. The training period may not exceed 12 months, except that it may be extended an additional six (6) months upon approval of the appointing authority.
3. The salary range for the trainee will be the minimum salary range of the classification in which the employee is a trainee.
4. During the training period, the trainee will be entitled to the same benefits as a probationary employee.
5. Upon successful completion of the training period as determined by the department supervisor, the trainee ~~may shall be eligible be to promoted to the probationary status and the regular salary range for that classification without completing the competitive examination/interview process.~~ participate in a competitive recruitment and selection process for appointment to the regular classification. Successful completion of the training period does not guarantee appointment to the regular classification. Appointment shall be based on successful completion of the applicable competitive recruitment and selection process in accordance with these Personnel Rules and other applicable policies and procedures.
6. Trainee appointments are considered transitional assignments to positions in regular classifications. A trainee who is ~~selected and promoted to a position in the regular classification following the competitive recruitment process subsequently transitioned to a position in a regular classification~~ shall be required to serve a probationary period of 6 months after such appointment.
7. Failure of a newly hired trainee to meet the qualifications of the classification during the training and/or probationary period as determined by the department supervisor will be cause for rejection from trainee status/probation.
8. A regular employee who is transferred to trainee status and fails to meet the qualifications of the classification during the training and/or probationary period will be transferred back to the person's prior regular classification or to one similar in pay.

F. Lead Appointments.

To recognize personnel within existing classifications who are providing lead services such as clinical supervision for paraprofessional and/or licensure hour accrual, but do not necessarily meet promotional classification qualifications or wish to be considered for promotional consideration, the appointing authority may designate a Lead appointment(s) within existing classifications.

1. The appointing authority may designate Lead status within existing classifications and add the term "Lead" to the working position title in order to recognize additional responsibilities of leading the activities of co-workers.
2. A five percent (5%) differential in pay will be applied to the base rate of pay upon designation of Lead status.
3. Lead appointment designation and corresponding 5% pay differential pursuant to Subparagraph B above shall be removed at the discretion of the appointing authority without notice, cause or right of appeal.
4. Lead pay and the employee's appointment to lead shall take effect at the beginning of the first pay period following the employee's notification of his/her assignment.

G. Additional Duty Appointments.

Assignment to cover a position, which is temporarily vacant due to staff/supervisor being on a leave or unable to fulfill the duties of their position for a period not to exceed 6 months or based on HR review. Supervisors/Managers who have direct report vacancies are excluded from this provision.

1. The appointing authority may designate additional duty appointment to another staff within the same department in order to recognize additional responsibilities for covering their duties.
2. The additional duty assignment(s) must take place for a period of four (4) consecutive weeks or more.
3. A five percent (5%) differential in pay will be applied to the base rate of pay upon designation of this appointment.
4. The five percent (5%) differential in pay will be removed at the completion of assignment
5. The five percent (5%) differential in pay and the employee's appointment to additional duties shall take effect at the beginning of the first pay period following the employee's notification and effective date of his/her assignment.

SECTION 11. REINSTATEMENT

With the approval of Human Resources and Executive Management, an employee who has resigned with a good record may be reinstated within six months to his/her former position, if vacant, or to a vacant position in the same or comparable class. Upon reinstatement, all benefits shall be restored to the employee at the same level at which they were earned at the time of resignation.

SECTION 12. AVAILABILITY

For purposes of quality client services, supervisors of clinical areas must reside within a reasonable distance of the Authority so as not to interfere with their job responsibilities. Clinical supervisors shall reside within a 90-minute commute to the Authority in heavy traffic. After hours on-call staff shall reside within a 30-minute commute to the Authority in heavy traffic.

SECTION 13. PROBATIONARY PERIOD

This section applies to all full-time, regular employees employed by the Authority with the exception of Executive Management, part-time and at-will positions.

A. **Extension of Probationary Period**

(The Personnel Rules and Regulations were updated on November 18, 2015 to change the probationary period from 1 year to 6 months)

All original, promotional and reinstatement appointments shall be tentative and subject to a probationary period of 6 months. The probationary period is part of the testing process and shall be utilized for closely observing the employee's work such as conduct, capacity, efficiency, skill, responsibility, integrity, and effectiveness to determine whether the employee is fully qualified for employment in the classification and position to which the employee has been appointed.

A Manager/Director may recommend, and the Executive Director may extend, an employee's probationary period by a maximum of six (6) months past the end of the initial probationary period for performance reasons. In order for probation to be extended, there must be a 3-month signed evaluation on file in the Personnel file and the request for extension must be received by HR no later than the 5th month of the probationary period.

An employee's probationary period will automatically be extended by the length of any absence of a week or more.

B. **Rejection During Probationary Period.**

During the probationary period, an employee may be rejected at any time by the appointing power without cause, without notice, and without appeal, grievance, or any rights described in Rule IX regarding Discipline. If the service of a probationary employee has been satisfactory, then the Manager shall file with Human Resources a performance evaluation stating the retention of such employee is desired. If, after the completion of a probationary period, no statement is filed stating that the probationary employee is rejected, or no evaluation is timely completed, the employee shall be deemed to have attained regular employment status.

C. **Use of Leave While on Probation**

While on initial probation, new employees may not use vacation leave accruals. New employees, however, may use floating holidays, compensation time off, and sick leave, where applicable. This provision does not apply to employees on promotional probation. Employees are entitled to use any applicable leave balances while on promotional probation provided that they have completed initial probation.

D. **Probationary Period After Promotion.**

Promotions to a higher classification will be assigned a new probationary period. Any employee receiving a promotion to a higher level within the same classification will maintain the same probationary period. A promoted employee does not have a property interest in his

or her prior position if an employee fails to successfully complete the promotional probation period.

A promotional probationary employee may be rejected at any time during the promotional probationary period with or without cause or reason, without notice or appeal or grievance, and without any rights described in Rule IX regarding Discipline. If the employee fails to complete the probationary period in the promotional position satisfactorily, the employee may return to the position held prior to promotion at the range and step held prior to promotion, if there is a vacancy in the prior position, unless he or she is terminated for cause.

Should the original position no longer be available, the employee may be returned to a similar position provided they meet qualifications and a position is available, or they may be released without cause, without notice or appeal, and without any rights described in Rule IX regarding Discipline. No new probationary period shall be required upon demotion or reinstatement to a lower class following rejection from probation.

E. Employee's Responsibility.

It is the responsibility of the employee to meet and to strive to exceed the minimum standards established for work accomplishment and conduct, to strive to improve work effectiveness, and to perform at highest competency levels.

RULE V. COMPENSATION PLAN

This section applies to all Authority employees with the exception of the Executive Director unless otherwise specified.

SECTION 1. SALARY RANGE

The Human Resources Department or the person or agency employed for that purpose shall establish a salary range for each classification in the competitive service showing the minimum and maximum salary amounts. The minimum salary for each classification shall be thirty percent to sixty percent (30% - 60%) below the maximum salary. All salary ranges shall be adopted by the Governing Board by resolution. The Executive Director retains the authority to adjust salary on a case-by-case basis within the range at any time if it is determined that the current salary adversely affects recruitment and retention. All salary ranges must be included on the Fiscal Year pay schedule and must also be approved by the Governing Board.

Tri-City will not discriminate in assigning wage rates on the basis of sex, race, or ethnicity, and will not pay an employee at a wage rate less than the rate paid to an employee of the opposite sex, or of a different race or ethnicity, for performing substantially similar work, taking into consideration skill, effort and responsibility, and which is performed under similar working conditions. This restriction does not limit Tri-City's ability to assign different wage rates to employees based upon factors other than sex, race, or ethnicity, including but not limited to, seniority, merit, education, training and experience.

A. Review and Adjustment of Pay Ranges.

Tri-City has implemented a system that enables regular review of all salary ranges for adjustments contingent upon Tri-City's financial ability to pay. If Tri-City is in the financial position to do so, as determined by the Executive Director and Chief Financial Officer, all salary ranges will be reviewed on an annual basis in comparison to the relevant labor market for adjustment. The Executive Director and Chief Financial Officer will notify the Human Resources Department of any revisions to the schedule for the annual review of all salary ranges, based on each fiscal year budget.

SECTION 2. SALARY APPOINTMENT

Generally, new employees are appointed to the minimum of the salary range for the particular class in which the appointment is made. When in the judgment of Human Resources and with the recommendation of the appointing authority the education, training, and/or experience of the proposed employee justify a salary amount in excess of the minimum, Human Resources may authorize a salary appointment at an amount that does not exceed the mid-point of the salary range. Any initial salary appointment to an amount in excess of the mid-point of the salary range shall require the written approval of the Executive Director and Chief Financial Officer. Initial employment at a salary amount above the minimum may also be authorized by Human Resources when a particularly difficult recruiting problem for a class is found to exist.

SECTION 3. ANNIVERSARY DATE

New employees shall have their initial anniversary date set on their appointment date. Promoted, reclassified, or demoted employees shall have a salary anniversary date established as the date on which the employee begins performing the duties of the position as determined by the Authority. Salary changes shall be made effective on the first day of the closest pay period.

There shall be no loss in seniority for vacation, departmental selection of assignments or other related matters. After a new hire, promoted, reclassified, or demoted employee has completed his/her probationary period they will revert to a July 1st salary anniversary date.

SECTION 4. SALARY ANNIVERSARY DATE

A. Establishment of Salary Anniversary Date.

All employees who receive appointments in the competitive service shall be evaluated near the end of 12 months of employment for consideration of merit salary increase. This will establish the employee's salary anniversary date. After a new hire, promoted, reclassified, or demoted employee has completed his/her probationary period and received their performance evaluation and related salary adjustment (if any) they will revert to a July 1st salary anniversary date.

B. Adjustment in Salary Anniversary Date.

A salary anniversary date will revert to a July 1st salary anniversary date after a new hire, promoted, reclassified, or demoted employee has completed his/her probationary period.

SECTION 5. SALARY INCREASES

Annual salary increases are contingent upon Tri-City's ability to pay, as determined by the Chief Financial Officer.

Salary increases within a salary range shall be granted to an employee based on merit in conjunction with an evaluation of his/her work performance. A merit salary increase must be recommended by the first line supervision and approved by the department head and the Human Resources Department. The amount of a merit salary increase, if any, will be based on the employee's achievement as recorded in a performance evaluation report based on the following guidelines, however, in consultation with the Chief Financial Officer and the Chief Operations Officer, the Executive Director retains the authority to adjust salary on a case-by-case basis at any time if it is determined that current salary adversely affects recruitment and retention. At no time can an employee be paid over their assigned pay grade range.

After a new hire, promoted, reclassified, or demoted employee has completed his/her probationary period and received their performance evaluation and related salary adjustment (if any) they will revert to a July 1st performance evaluation date for their next evaluation. This could mean that the employee is given a performance evaluation before completing their second full year of service to put them on a July 1st evaluation schedule. Any related adjustment to salary will be calculated on a pro-rata basis. If the employee's July 1st evaluation is six months after the initial performance evaluation and salary adjustment, the recommended percentage increase is multiplied by 6/12 (or 50% which is equal to six [6] months divided by 12 months) to get a pro-rated percentage increase. All salary increases will be effective the first day of the pay period following the anniversary date.

A. Guidelines.

Tri-City places high value on caring, helpful service to clients and the public, development of creative workable solutions to problems, timely submission of activity logs, productivity based upon direct client service, compliance with client service documentation standards, dedication and hard work, self-improvement, cooperation with co-workers, enhancement of the Authority's positive image, the accomplishment of goals and objectives established by the employee's supervisor, and program cost effectiveness.

The Executive Director and Chief Financial Officer will consider each fiscal year's merit increase percentages based on Tri-City's ability to pay based on that fiscal year's budget. The Chief Financial Officer will notify the Human Resources Department of the approval fiscal year merit increase percentage. The Human Resources Department will be responsible to inform all staff prior to the July 1 merit increase anniversary date. The Executive Director and Chief Financial Officer also retain the authority to revise the merit rating schedule, such as eliminating all ratings except for Meets Expectations.

1. An employee whose overall work performance is rated as "Meets Expectations" may be eligible to receive a merit salary increase, subject to the supervisor's recommendation and management approval.
2. An employee whose overall work performance is rated as "Acceptable in most areas, improvement needed in some" may be eligible to receive a merit salary increase, subject to the supervisors recommendation and management approval; however, the evaluating supervisor may delay implementation of the salary increase pending the results of a special performance evaluation focusing on the areas in which improvement is needed.

3. An employee whose overall work performance is rated as "Exceeds Expectations" may be eligible to receive a merit salary increase, subject to the supervisor's recommendation and management approval.
4. An employee whose overall work performance is rated as "Exceptional/Exceed all Expectations" may be eligible to receive a merit salary, subject to the supervisor's recommendation and management approval.
5. Employees whose overall work performance is rated as "Immediate Improvement Needed" shall not be granted a merit salary increase and may be subject to disciplinary action and/or placed on a Performance Improvement Plan.

B. Performance Improvement Plan (PIP).

An employee who does not receive at least a "Meets Expectations" annual evaluation, may be placed on a Performance Improvement Plan (PIP). This Plan is completed by the employee's supervisor and should outline goals and expectations in order to assist the employee in improving his/her job performance. This plan must be approved by the Department Director (e.g. Director of Clinical Program Services, Chief Financial Officer, Chief Operations Officer, Chief Compliance Officer, Director of MHSA and Ethnic Services, Medical Director) and the Human Resources Department.

SECTION 6. SALARY INCREASE PROCEDURE

The following provisions shall govern the salary increase procedures for all employees in the competitive service.

A. Notification of Eligibility.

Thirty days prior to each employee's salary anniversary date and annually thereafter until the employee reaches the maximum of the salary range for his/her class, Human Resources shall advise the program supervisor in writing of the employee's pending eligibility for a performance evaluation and a merit salary increase. Please refer to Rule IV, Section 4 Lateral Transfers.

B. Notification of Authorization to Accounting.

If the supervisor recommends the employee for a merit increase, Human Resources shall notify the Accounting Department by Personnel Action Form of the approved merit salary increase and such notification shall constitute authorization for the Chief Financial Officer to make payment to the employee at the specified higher rate.

Such payment shall commence at or be retroactive to the employee's salary anniversary date, or July 1st of the fiscal year as stated in Rule V, Section 4(b), Adjustment in Salary Anniversary Date.

C. Postponement of Merit Salary Increase.

A supervisor may choose not to recommend that an employee receive a salary increase in conjunction with the salary anniversary date and postpone consideration pending further review of the employee's performance.

If, during or at the conclusion of the period of postponement, the supervisor recommends that the employee receive a merit salary increase, Human Resources shall notify the Chief Financial Officer by Personnel Action Form of the approved merit salary increase, and such notification shall constitute authorization for the Chief Financial Officer to make payment to the employee at the higher rate. Such payment shall commence at the beginning of the nearest pay period closest to which the recommendation is made.

D. Failure to Process Eligibility for Merit Salary Increase.

Should an employee's salary anniversary date be overlooked through error, and upon discovery of the error the employee is recommended and approved for a merit salary increase, the Chief Financial Officer shall honor a request for retroactive payment compensating the employee from the employee's salary anniversary date, or July 1st of the fiscal year as stated in Rule V. Section 4(b), Adjustment in Salary Anniversary Date.

SECTION 7. SALARY ON PROMOTION

An employee who is appointed to a position in a class allocated to a higher salary range than the class in which he/she formerly occupied a position shall receive a salary rate that is at least four percent (4%) higher than his/her previous base salary, or to the maximum of the 50th percentile of the new salary range. A supervisor can determine the salary increase based on years of service and responsibilities. This will allow for Supervisors to adjust the salary in cases where a long term employee, who after being promoted, is only at the new minimum salary range. The promotion and corresponding pay increase shall take effect at the beginning of the first pay period following the employee's notification of his/her promotion. The effective date of the promotion shall determine the employee's new salary anniversary date, for the six-month promotional probationary period only. Thereafter, the salary anniversary date will revert to July 1st of each fiscal year as stated in Rule V. Section 4(b), Adjustment in Salary Anniversary Date.

SECTION 8. SALARY ON TRANSFER

An employee who is transferred from one position to another in the same class or to another position in a class having the same salary range shall be compensated at the same rate in the salary range as he/she previously received. The employee's salary anniversary shall remain the same as it was before the transfer. Please refer to Rule IV, Section 4 Lateral Transfers.

SECTION 9. SALARY ON REINSTATEMENT

Notwithstanding other provisions of these Rules and Regulations, a person reinstated (within six (6) months) in: A) a position allocated to a class in which he/she previously held regular status and from which he/she was separated in good standing; or B) a position allocated to a class which is comparable as determined by the Authority to a position to which he/she previously held regular status and from which he/she was separated in good standing may, with the approval of the Executive Director, Chief Fiscal Officer and the program manager in which he/she would be reinstated, be appointed to the same rate in salary range for the particular class of position as the rate in which he/she occupied at the effective date of his/her resignation. Upon reinstatement, the employee's anniversary date shall be determined by the effective date of the reinstatement.

SECTION 10. SALARY ON DEMOTION

The salary of an employee who is demoted to a position in a class allocated to a lower salary class than the class in which he/she formerly occupied a position shall be determined as follows:

A. Involuntary Demotion.

An employee who is involuntarily demoted to a position in a class allocated to a lower salary range than the class in which he/she formerly occupied a position shall have his/her monthly salary reduced to the nearest lower monthly salary rate in the salary range for the class to which he/she has been demoted. In lieu of a reduction in salary, the Executive Director may approve a "Y" rate for the employee. A "Y" rate exists when the employee's salary is frozen at the present level until such time as subsequent general salary range increases catch up with or exceed the employee's salary at the "Y" rate. He shall not be required to serve a probationary period in the lower position unless he/she has not completed his/her initial probationary period as required in this section. In such case, he/she will be required to complete his/her probationary period in the lower position. The employee shall retain the salary anniversary date he/she had in the higher position.

B. Voluntary Demotion.

An employee who is demoted at his/her own request to a position in a class allocated to a lower salary range than the class in which he/she formerly occupied a position shall have his/her monthly salary reduced to the nearest lower monthly salary in the salary range for the class to which he/she has been demoted. In lieu of a reduction in salary, the Executive Director may approve a "Y" rate for the employee.

A "Y" rate exists when the employee's salary is frozen at the present level until such time a subsequent general salary range increases catch up with or exceed the employee's salary at the "Y" rate. He/she shall not be required to serve a probationary period in the lower position unless he/she has not completed his/her initial probationary period as required by this chapter. In such case, he/she will be required to complete higher probationary period in the lower position. The employee shall retain the salary anniversary date he/she had in the higher position.

SECTION 11. SALARY ON POSITION RECLASSIFICATION

The salary of an employee in a position that is reclassified shall be determined as follows:

A. Class with Same Salary Range.

If the position is reclassified to a class with the same salary range as the previous class, and if the incumbent is appointed to the reclassified position, the salary rate and the salary anniversary date of the employee shall not change. This provision shall also apply to the change of class title, provided there is no change in the basic duties of the position.

B. Class with Higher Salary Range.

If the position is reclassified to a class with a higher salary range as the previous class, and if the incumbent is appointed to the reclassified position, he/she shall be compensated at a rate in the new salary range which comes nearest to and/or higher than the rate he/she held in the previous salary range.

C. Class with Lower Salary Range.

If the position is reclassified to a class with a lower salary range than the previous class, and if the incumbent is appointed to the reclassified position, his/her salary shall not change unless it is greater than the maximum of the lower salary range, in which case, the Executive

Director shall approve a "Y" rate for the employee. A "Y" rate exists when the employee's salary is frozen at the present level until such time as subsequent general salary range increases equal or exceed the employee's salary at the "Y" rate. The incumbent's salary anniversary date shall not change.

~~D. Employee Incentive Pay~~

~~If an employee obtains a license, degree, or certification that requires continuing education units (CEUs) and that is determined by the Department Head to be of value to the Authority and relative to their job classification, they may be eligible for a one-time 4% salary increase subject to Department Head and Human Resources approval. The employee must present documentation and the license, degree, or certification must enhance skills relevant to their current position, as determined by the Department Head, for consideration.~~

E.D. Step Increases

If there are multiple pay steps within the same classification and an employee has occupied his or her current position for at least 12 months, has increased responsibilities, and has maintained a Meets Expectations on all Performance Evaluations while in his or her current position, the Department Head may grant a one-step pay increase without posting an opening, as a natural career progression.

Upon moving to the higher step, the employee receives a 4% increase above their base salary at the time of the increase along with the title number change. If the employee has obtained a license, degree, or certification which qualified them for the step increase, the employee is only eligible for the 4% salary increase for meeting the requirements of that step. The step increase shall take effect at the beginning of the first pay period following the employee's notification of his/her increase.

SECTION 12. OVERTIME

It is the policy of the Authority to avoid overtime work whenever possible. In cases of emergency, however, or whenever public interest or necessity requires, any employee may be directed by proper authority, and is expected to perform, overtime work.

A. Definition of Overtime.

Overtime is hours worked by non-exempt employees in excess of 40 hours in a seven (7) day work week. "Hours worked" shall mean hours actually worked and does not include paid leave (i.e., vacation, sick leave, compensatory time, etc.). No overtime shall be recorded or reported for less than 40 hours worked over a seven (7) day work week.

B. Prior Authorization.

Overtime must be authorized in writing in advance by the Authority. All overtime requests must have the prior written authorization of a supervisor prior to the commencement of such overtime work.

Where prior written authorization is not feasible, explicit verbal authorization must be obtained. Where verbal authorization is obtained, written authorization must be obtained as soon thereafter as practicable.

Dispatched calls beyond the end of duty time are considered as authorized. Working overtime without advance approval is grounds for discipline. Employees are cautioned not to spend excessive amount of time at their workstation before or after their normal work period or during their meal breaks. Meal breaks should be taken away from the employee's workstation. This incidental time will not be compensated in any manner whatsoever unless prior authorization of a supervisor is obtained. It is the Supervisor's responsibility to approve their assigned staff's timesheets before submission to Accounting to authorize any overtime work performed.

C. Rate.

Employees who have worked overtime hours shall be compensated as follows based on that status of their classification under the Fair Labor Standards Act (FLSA).

1. *FLSA-Covered Employees.* Employees in non-exempt classifications under the FLSA shall be compensated at a rate of time and one-half for all overtime hours.
2. *Exempt Employees.* Employees in classifications that have been determined to be exempt under the FLSA due to their managerial, supervisory or professional status as determined by the Executive Director per Department of Labor guidelines may be compensated at a rate of straight time in the form of compensatory time off, as described in section D(2) below. Such compensatory time shall not be accrued without prior authorization from the employee's supervisor.

At the discretion of the Executive Director, Exempt employees may be required to work overtime without additional compensation to meet unusual operational needs of the Authority.

D. Compensatory Time Off.

1. *FLSA-Covered Employees and Executive Management.* Non-Exempt and Executive Management employees are not eligible to receive compensatory time. Executive Management employees refer to the Resolution.
2. *Exempt Employees.* As stated in sub-section C (2) above, exempt employees who do not have a legal entitlement to overtime compensation may be permitted to receive compensation for overtime in the form of compensatory time off at the straight time rate at the discretion of the Authority. Exempt employees may be permitted to accumulate or "bank" up to 60 hours of compensatory time with pre-approval from their supervisor; however exempt employees shall not be eligible to receive pay for compensatory time hours on the books during employment. Rather, exempt employees may utilize accumulated compensatory time hours only in the form of time off in accordance with established vacation utilization procedures. Accrued compensatory time off, if available, shall be used first before using vacation leave balances. Exempt employees shall be entitled to carry over unused accumulated compensatory time hours from one fiscal year to the next. If an employee leaves Authority employment before exhausting compensatory leave balances, the remaining compensatory leave balance will be paid off in the separating employee's final paycheck.
3. *Approval of Use.* Use of compensatory time must be pre-approved by the employee's Supervisor/Manager/Department Director prior to commencing use for all employees. Compensatory time shall not be used for injury or illness-related absences in lieu of

sick leave when sick leave is available unless otherwise required by state or federal law.

SECTION 13. EXCEPTIONAL PERFORMANCE AWARDS

Consistently exceptional performance may be recognized in the form of an Exceptional Performance Award. The provision of such an award shall be a discretionary action requiring review and approval of the Executive Director. An Exceptional Performance Award may be made on a one-time, lump sum basis during any fiscal year and is dependent upon the availability of funds as determined by the Executive Director and Chief Financial Officer. An Exceptional Performance Award may be granted to an employee in addition to a merit salary increase. The Authority's ability to provide Exceptional Performance Awards is contingent upon the availability of funding guaranteed through employee productivity.

A. Annual Initiation of Program.

On a fiscal year basis, the Chief Financial Officer, with the approval of the Executive Director, shall determine whether sufficient funding has been received within the Authority to initiate the Exceptional Performance Award program for that particular fiscal year. If a determination is made that funds are available, the Executive Director shall issue a memorandum to supervisory staff advising of such and the time period during which recommendations for Exceptional Performance Awards will be considered.

B. Amount of Award.

An employee may receive a one-time, lump sum Exceptional Performance Award of up to eight percent (8%) of his/her annual regular earnings from Tri-City during the previous fiscal year.

C. Eligibility.

To be eligible for an Exceptional Performance Award an employee shall have completed the probationary period with at least 12 months of full-time service with the Authority. However, under rare special circumstances, the Executive Director may authorize an Exceptional Performance Award for an employee who has not yet completed the probationary period and 12 months of employment with the Authority.

An employee who has informed the Authority of his/her intent to resign or retire from employment with Tri-City shall not be eligible to receive an Exceptional Performance Award. To be eligible, an employee must consistently exceed performance level standards.

D. Justification.

An Exceptional Performance Award may be granted to recognize an employee's excellent job performance which has produced increased productivity or efficiency, has been above and beyond the call of duty and/or is consistently maintained at an outstanding level.

To receive an Exceptional Performance Award, an employee must be recommended as a recipient in a memorandum written to the Executive Director by the employee's supervisor or department head. The justification memorandum to the Executive Director shall describe in detail the employee's accomplishments in one or more of the following categories:

1. Submittal of ideas and/or taking action that has resulted in increased productivity and/or efficiency.
2. Outstanding actions that have brought credit to the Authority, or improved its services and/or image.
3. An option or actions performed that would not normally be expected of the employee's classification and performance of them in an outstanding manner;
4. Within the employee's area of responsibility, there is a consistent, high level of productivity and/or efficiency with repeated successful implementation of outstanding work products;
5. Extraordinary effort, diligence, courage, patience, empathy or creativity;
6. Commitment of the employee's own time to the benefit of the Authority.

E. Executive Director Approval.

The provision of an Exceptional Performance Award requires the written approval of the Executive Director. Such approval may be granted to eligible employees only in instances in which funds are available and justification is provided based on a written recommendation in the form of a memorandum to the Executive Director that complies with the requirements set forth in sub-section D in this Section.

SECTION 14. BILINGUAL INCENTIVE PAY

The Authority will provide bilingual incentive pay to qualified employees who have the ability to fluently converse in one of the following languages: Spanish, Cambodian, Vietnamese, Cantonese, Korean, Mandarin, any of the Asian languages, and uses the language in his/her work in accordance with operational guidelines in effect established by the Executive Director and Director of Clinical Program Services. Bilingual incentive pay shall be in the amount of \$0.50 per hour totaling in \$1,040 per year. Department Directors reserve the right to repeal bilingual incentive pay at any time depending on the need of the Department and/or position. The Authority reserves the right to establish standards and procedures to determine if an affected employee is qualified to receive such compensation. The Authority additionally reserves the right to review and expand the category of accepted languages that would qualify for bilingual pay. Bilingual incentive pay will take effect at the beginning of the pay period following all completed qualifications and approvals.

SECTION 15. EMPLOYEE REFERRAL FEE PROGRAM

The Authority is always looking for qualified employees and appreciates recommendations made by existing employees. If a current staff member recommends someone who is hired on a full-time, permanent basis, they will receive a referral fee totaling up to \$400. The Authority may from time to time, however, pay a higher referral fee for particular positions as approved by the Executive Director. The first \$200 will be paid when the referral commits to the offer and actually starts working for the Authority. The newly hired employee must fill out a form stating who referred them on their first day of employment. The second \$200 will be paid when that referral completes probation. This amount may be changed from time to time depending on existing market conditions.

SECTION 16. ON CALL PAY

Certain staff members are required to be available after-hours on a rotating basis. These staff members receive an annual on-call pay. In addition, if staff is called to come into the office, they will be paid for hours actually worked, including travel time to and from their home. Department Directors reserve the right to repeal On-Call pay at any time depending on the need of the Department and/or position. (Refer to On-Call Pay Policy & Procedure for further details.)

SECTION 17. INSURANCE BENEFITS

The Authority will make available group insurance benefits to full-time employees in accordance with resolutions adopted by the Governing Board and as required by law. The Authority pays a percentage of the premiums with the employee paying the remaining percentage. Employees may opt for coverage through a health insurance exchange. Employees who decline medical insurance plan coverage shall receive an Health Incentive Plan in lieu payment of \$150 per month over 24 pay periods. All declining employees must provide proof of alternative insurance coverage to be eligible for this payment.

An open enrollment period will occur each year prior to the effective date of each policy. Only during this time may the employee change insurance plans. An exception occurs if the employee claims a qualifying event affecting his/her family, then enrollment will be the first of the next month.

Tri-City provides term life insurance and accidental death and dismemberment policies, including short-term and long-term disability insurance. Additional voluntary (employee-paid) group rate supplemental plans are available through American Fidelity. American Fidelity also provides a Medical Expense and Dependent Care Flexible Spending Account, an IRS Code Section 125 benefit plan. Benefits for new hires receiving coverage and their dependents, are effective the first day of the calendar month following the employee's hire month.

Pursuant to the Patient Protection and Affordable Care Act ("ACA"), the Authority shall not retaliate against any employee who receives health insurance premium tax credits or a subsidy in the health insurance exchange; reports potential violations of protections afforded under Title I of the ACA; testifies, assists or participates in a proceeding concerning such violation; or objects to, or refuses to participate in, any activity, policy, practice, or assigned task that the employee reasonably believes to be a violation of any provision of Title I of the ACA.

SECTION 18. MEDICARE

All employees hired after April 1, 1986, will have 1.45 percent of their base salary deducted from their paycheck to be paid to Medicare. The Authority will match the 1.45 percent, as mandated by law.

SECTION 19. PAY PERIOD

The compensation due to all employees of the Authority shall be on a bi-weekly basis.

SECTION 20. PAY DAYS

The payment of compensation, as well as paystubs, shall be made available by the Authority to employees on the pay date, the Friday following the completion of each bi-weekly pay period. In the event that a pay date falls on a holiday, payment of compensation (as well as pay stubs) shall be made available to the Authority employee on the first work day preceding the holiday.

SECTION 21. TIME ENTRY

Time entry into Workforce Now (the System) is to be completed and approved by the employee and the employee's time and attendance supervisor no later than 11 am on the Monday following the completion of each bi-weekly pay period (Approval Deadline).

The employee's approval of their timecard indicates their attestation to the accuracy and completeness of their recorded hours. The time and attendance supervisors' approval of employees' timecards indicates their attestation to the accuracy and completeness of the employees' recorded hours.

Exempt and non-exempt employees shall be compensated based on the approved hours as recorded within the System. Modification of hours subsequent to the approval deadline (as noted above) will have to be documented and approved by the employee requesting the change and their time and attendance supervisor. These modifications will be applied to the subsequent pay period.

SECTION 22. LICENSURE / CERTIFICATION INCENTIVE PAY

For full-time staff who are preparing to get licensed or certified, Tri-City will pay up to \$250 per calendar year for the cost of the class or workshop that is related directly to getting the license or certification. The license and certification must require continuing education units (CEUs) and be approved by the Department Head as having value to the Authority and relative to the employee's job classification, fees associated with registering/sitting for the exam are not covered.

Employees in the Psychiatrist classification refer to the Psychiatrist Resolution.

SECTION 23. LICENSE / REGISTRATION RENEWAL PAY

Tri-City will pay for the licensure and registration renewal fees for full-time staff whose duties require a license.

Employees in the Psychiatrist classification refer to the Psychiatrist Resolution.

RULE VI. LEAVE BENEFITS

SECTION 1. VACATION

This section applies to all full-time, regular employees employed by the Authority with the exception of Executive Management. Executive Management vacation leave benefits are covered under the Executive Management Resolution.

A. Basis of Accrual.

Every full-time regular employee shall be entitled to a paid vacation leave following 6 months of full-time, continuous service with the Authority. Accrual shall take place on a bi-weekly basis as defined below:

<u>Longevity</u>	<u>Accrual</u>	<u>Longevity</u>	<u>Accrual</u>
0-2 Years	80 Hours	5-9 Years	128 Hours
3-4 Years	104 Hours	10+ Years	168 Hours

Vacation accrual shall be prorated for employees who begin or terminate their employment in the middle of the pay period. For purposes of this section, continuous service shall include time in which an employee is on authorized leave of absence with pay. Vacation leave will not accrue during leaves of absence without pay unless required by law.

B. Vacation Accrual.

All full-time employees shall be entitled to accrue vacation up to a maximum of 240 hours. No additional vacation hours can be accumulated until balance is below 240 hours. Supervisors shall encourage the taking of accrued vacation leave within the calendar year earned.

C. Effects of Holiday on Vacation Leave.

In the event one or more authorized Authority holidays fall within a vacation leave, such holiday shall not be charged as vacation leave.

D. Effects of Sick Leave on Vacation Leave.

In the event an employee becomes ill during his/her vacation period, such time shall not be charged as vacation leave, upon approval of the supervisor or Human Resources Department, if the following conditions are met:

1. Notice is given immediately to the employee's supervisor or the Human Resources Department. Sick leave will only be granted for those days on which notice is given or which follow notice to the Authority; and
2. Upon request, the employee submits a doctor's certificate for the period of sick leave. A doctor's note will not be required except as described in the Sick Leave policy contained in these Personnel Rules and Regulations.

E. Scheduling Vacations.

An employee may request his/her annual vacation leave at any time during the year, contingent upon determination by his/her supervisor that such absence will not adversely affect the department.

Each employee must consider the needs of the service when requesting annual vacation leave. An employee shall request vacation time off through the ADP timesheet process.

F. Vacation Accrual Cash Out.

An employee may request a "Vacation Cash Out" of a maximum of eighty (80) accrued vacation hours during any fiscal year. Eligibility Criteria for a vacation accrual cash out are as follows:

1. The employee must be regular, full-time employee, who has completed his or her initial probationary period, if applicable.
2. A vacation accrual balance of 40 hours will remain following the completion of the cash-out request.

Employees who meet the Eligibility Criteria for a Vacation Cash Out should complete and submit a Vacation Accrual Cash-Out Request Form available on Summit. Human Resources and Finance will review the request for approval or denial. Only full hour increments of accrued vacation leave may be requested. Vacation Accrual Cash-Outs will be paid out at the base rate of pay plus bilingual incentive pay, if applicable. Approval of an employee's Vacation Cash Out request will be limited to time periods during which an adequate cash flow is available to Tri-City to accommodate potential requests by multiple employees as determined by the Chief Financial Officer.

Employees are not permitted to cash out more than 80 hours of vacation accruals during any one fiscal year (July 1-June 30).

G. Payment Upon Separation.

An employee separated from Authority service shall receive full compensation for accumulated vacation hours on the books at the employee's then current salary rate.

SECTION 2. SICK LEAVE

This section applies to all full-time and part-time employees employed by the Authority with the exception of Executive Management. Executive Management sick leave benefits are covered under the Executive Management Resolution.

A. Accrual of Sick Leave for Full-Time Employees.

Every full-time probationary, regular, and provisional (interim) employee shall accrue sick leave at the rate of 88 hours per year. Sick leave shall accrue on a bi-weekly basis, beginning on the first day of employment and shall be prorated when an employee begins or terminates his/her employment in the middle of a month. Sick leave is not a leave which an employee may use at his/her discretion, but shall be allowed only as provided in this Section or as indicated by federal or state law.

B. Accrual of and Eligibility for Sick Leave for Part-Time and Temporary Employees.

Effective January 1, 2024, any existing part-time or temporary employees not otherwise provided paid sick leave shall be granted 40 hours of sick leave for use during the calendar year. Every year thereafter, on the first pay period in January, each covered employee shall receive an annual grant of 40 hours of sick leave for use during that calendar year. New hires shall receive an annual grant of 40 hours of sick leave upon the 90th day of employment at which time they are also eligible to use said sick leave.

This sick leave entitlement shall be reflected on the covered employee's regular pay stub. This annual grant does not rollover to the next calendar year and is not paid out upon separation from employment, promotion, or reclassification into a full-time classification. An employee who is promoted or reclassified from a part-time or temporary classification into a regular, full-time classification, will cease to be eligible for the annual front load grant of 40 hours of sick leave under this section and will assume the accrual of sick leave for full-time employees as outlined in the Authority's Personnel Rules and Regulations, Rule VI, Section 2.A. Any remaining hours not used prior to the promotion or reclassification from the annual front load grant of 40 hours will be forfeited.

Unused sick leave will be restored if a part-time or temporary employee separates from Tri-City but returns to work for Tri-City, in any position, within 12 months. Tri-City will comply with California law regarding sick leave for part-time employees in accordance with Labor Code section 245.5, 246, and 246.5.

C. Accumulation of Sick Leave for Full-Time Employees.

Sick leave may be accumulated indefinitely without limitation during the employee's full-time employment with the Authority.

D. Use of Sick Leave.

Employees may use sick leave for the following reasons:

1. For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.
2. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's immediate family member (child of any age or dependency status, spouse, registered domestic partner, parent, parent-in-law, grandparent, grandchild, or sibling).
3. For an employee who is a victim of domestic violence, sexual assault, or stalking to:
i) 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; ii) obtain medical attention or psychological counseling services from a shelter, program or crisis center; or iii) participate in safety planning or other actions to increase safety.

A full-time employee's use of one half of his or her annual accrued sick leave in a calendar year for the uses provided in this Section will be considered "Protected Sick Leave" in accordance with California Labor Code section 233.

E. Notification and Proof of Illness.

In order to be paid for time while absent from duty on sick leave, if the need for sick leave is foreseeable, the employee must notify his/her immediate supervisor prior to the time set for the beginning of his/her regular duties. If the need for sick leave is unforeseeable, the employee must notify his/her immediate supervisor of the need for leave as soon as practicable.

The Authority may require a full-time employee (or a part-time employee accruing sick leave) to provide a physician's certification to support any absence that involves the illness of the employee or family member if the Authority suspects that there is an abuse of sick leave by the employee. The Authority may also require such certification regarding sick leave use at any time to the extent permitted by law.

All employees who use paid leave to address issues related to domestic violence, sexual assault or stalking, and who cannot provide advance notice of their need for leave, must provide certification of the need for leave within a reasonable time thereafter.

F. Payment Upon Separation.

Upon separation of employment from the Authority, a terminating full-time employee shall receive payment for accumulated sick leave up to a maximum of 240 hours. In addition, an Employee who is separating from employment for the purpose of retirement under the

California Public Employee's Retirement System (CalPERS) may request that accrued and unused sick leave be converted to CalPERS service credit in accordance with applicable state laws and regulations. If the employee is re-employed by the Authority within 12 months of separating, the employee shall be credited with prior accrued, unused sick time that has not been cashed out. Payment upon separation is made upon the next regularly scheduled Authority pay date.

SECTION 3. HOLIDAYS

A. Authorized Holidays.

Every full-time employee shall be entitled to the following paid holidays, and/or other days designated by action of the Governing Board.

1. New Year's Day (January 1st)
2. Martin Luther King Day (3rd Monday in January)
3. President's Day (3rd Monday in February)
4. Memorial Day (4th Monday in May)
5. Juneteenth (June 19th)
6. Independence Day (July 4th)
7. Labor Day (1st Monday in September)
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas Eve
11. Christmas Day

Two (2) Floating Holidays (16 hours per calendar year; prorated for new hires)

The Executive Director is empowered to determine whether the Authority shall observe special days of declaration by the President or Governor as a day of public fast, thanksgiving, mourning, or holiday, as well as determine if any other day shall be a holiday.

B. Use of Floating Holidays.

A floating holiday shall be scheduled in the same manner as vacations. The employee will request the Floating Holiday through the ADP timesheet process. Approval of the requested day off shall be contingent upon determination that the employee's absence will not adversely affect the operations of the department. A floating holiday not used during a calendar year will be cashed out on the last pay period of the calendar year. Upon separation of employment, any remaining floating holidays will be cashed out.

C. Weekends.

If a holiday falls on a Sunday, the following Monday will be observed as the holiday; or if the holiday falls on a Saturday, the Friday preceding will be observed as the holiday. Additionally, if the holiday falls on the employee's flex day, the employee shall take off another working

day immediately preceding or following the holiday, with the supervisor's approval, preferably within the same week but may be within the same pay period.

D. Flextime and Holidays.

If an employee's regular day off ("RDO") falls on a scheduled paid holiday, the employee may take off the workday immediately preceding or immediately following the holiday as their RDO instead.

E. During Unpaid Leaves.

Holiday pay will not be provided during a period in which an employee is on unpaid leave or other absence in which regular compensation is not provided.

F. New Hires.

A new employee whose first working day is the day after a holiday shall not be paid for that holiday.

SECTION 4. COMPENSATORY TIME OFF

This section applies to all full-time, regular employees employed by the Authority with the exception of Executive Management. Executive Management vacation leave benefits are covered under the Executive Management Resolution.

Refer to Rule V. Section 12 (D) of these rules and regulations for policies governing the use of compensatory time. An employee who has requested the use of accumulated compensatory time shall be permitted to use such time within a reasonable period unless such scheduling will unduly disrupt the operations of the Authority. Upon separation of employment, any remaining compensatory time off will be cashed out.

SECTION 5. PREGNANCY DISABILITY LEAVE

This section applies to all eligible Authority employees.

The Authority will allow leave in accordance with the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or related medical conditions. (Refer to Family Medical Leave/Pregnancy Disability Leave Policy II.09).

SECTION 6. FAMILY AND MEDICAL LEAVE / FAMILY RIGHTS ACT

This section applies to all eligible employees employed by the Authority.

The Authority will allow family medical leave for eligible employees in compliance with the federal Family and Medical Leave Act of 1993 and the California Family Rights Act ("CFRA"). California law shall prevail unless preempted by federal law. (Refer to Family Medical Leave/Pregnancy Disability Leave Policy II.09).

SECTION 7. BABY BONDING LEAVE

This section applies to all eligible Authority employees.

New-child bonding is part of CFRA and allows eligible employees to take up to 12 weeks of leave to bond with or care for a newborn child, a newly adopted child or a child newly placed in foster care. There is no requirement that either the employee or child have a serious health condition, nor must the employee be disabled by pregnancy, childbirth or a related medical condition before taking CFRA leave for reason of birth of the child. (Refer to Family Medical Leave/Pregnancy Disability Leave Policy II.09).

SECTION 8. MILITARY LEAVE

This section applies to all eligible Authority employees.

Military leave will be granted in accordance with state and federal law. An employee requesting leave for this purpose shall promptly provide the Department Director 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 Department Director may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

The Department Director shall advise Human Resources of such military orders immediately. Sick leave and annual vacation leave will accrue to the employee during the period he/she is on military leave in accordance with the Military and Veterans Code of the State. (Refer to Family Medical Leave/Pregnancy Disability Leave Policy II.09).

This provision shall not be construed to grant any other benefits, other than those provided by state and federal law, to employees who voluntarily join the armed services or who are called to full-time active duty in the armed services.

SECTION 9. LEAVE OF ABSENCE WITHOUT PAY

A. General Policy.

This policy shall not apply to any leave of absence required by law.

An employee may be granted a leave of absence without pay for up to 30 days upon the recommendation of his/her supervisor and approval of the Executive Director. A leave of absence in excess of thirty days may only be granted by the Department Director and Human Resources for any of the following reasons:

1. To take a course of study which will increase the employee's usefulness on return to his/her position in the Authority service;
2. For personal reasons approved by the Executive Director and Department Director. Use of a leave of absence for a purpose other than that requested may be cause for forfeiture of reinstatement rights. No leave of absence without pay shall be utilized to permit an employee to seek other employment or to permit an employee to engage in non-Authority employment where the employment is an internship.

B. Authorization Procedure.

Requests for leave of absence without pay shall be made upon the Request for Time Off Form and submitted to the Department Director for approval and shall state specifically the reason for the request, the date when it is desired to begin the leave and the probable date of return. The request shall be transmitted to the Executive Director for final approval. The action of the Executive Director shall be final. A copy of any approved request for leave of absence without pay shall be delivered promptly to Human Resources, Accounting, the Department Director and the employee.

C. Length of Leave and Extension.

A leave of absence without pay may be made for a period not to exceed one (1) year provided that the Executive Director and Department Head may extend such leave for an additional period not to exceed one (1) year. Procedure in granting such extensions shall be the same as granting the original leave provided that the request for extension is made no later than 30 calendar days prior to the expiration of the original leave.

D. Return From Leave.

When an employee intends to return from an authorized leave of absence without pay either before or upon the expiration of such leave, he/she shall contact his/her supervisor at least 14 calendar days prior to the day he/she plans to return.

The supervisor shall promptly notify the Department Director and Executive Director of the employee's intention. Failure on the part of the employee to report for work promptly at the date of leave expiration, or within a reasonable time after notice to return to duty, shall constitute a separation from service. Paid leaves, i.e., vacation, sick leave and holidays, and other similar benefits shall not accrue to an employee granted such leave during the period of absence. An employee on leave of absence does not have any of the privileges granted regular full-time employees, except as otherwise required by law. Unless required by law, the Authority will not maintain contributions toward group insurance or retirement coverage for the employee on such leave.

SECTION 10. BEREAVEMENT LEAVE

This section applies to all Authority employees.

Any accrued vacation, sick, compensation time or floating holiday pay can be used for Bereavement, but must be approved by the Supervisor. As employees are required to use their own time for Bereavement leave, employees shall request the time off through his or her Supervisor through the normal request for time off practice.

SECTION 11. WORKERS' COMPENSATION

This section applies to all eligible Authority employees.

All injuries sustained in the course of employment shall be reported as soon as practicable to the supervisor, who shall in turn immediately report the same to Human Resources or the Chief Operations Officer. In the event the employee is physically incapacitated in such a manner as to prevent submission of a report, the supervisor shall complete and forward the required form to

Human Resources within 24 hours following the injury. Medical care and payments for temporary and permanent disabilities incurred in the course of employment shall be paid as prescribed by State law. Any regular employee shall continue to earn eligibility for consideration for merit salary increases during an absence resulting from an on-the-job injury providing he/she receives compensation payments under the provisions of the California Workers' Compensation Law. A probationary employee shall be entitled to the same benefits as a regular employee.

During the time the employee is in fully paid status while absent from work by reason of injury or illness covered by Workers' Compensation, he or she shall continue to accrue sick leave and vacation benefits as though he or she were not on leave of absence.

SECTION 12. EMPLOYEE TIME OFF FOR VOTING

This section applies to all Authority employees.

California Elections Code Section 14001 requires agencies to post a notice to employees advising them of provisions for taking paid leave for the purpose of voting in statewide elections. The notice must be posted ten (10) days before a state wide election. In general, a statewide election is defined as one in which all voters in the state have an opportunity to vote on at least one common race or issue. Employees are eligible for up to two (2) hours of paid time off for the purpose of voting only if they do not have sufficient time outside of working hours to vote. The intent of the law is to provide an opportunity to vote to workers who would not be able to do so because of their jobs. Voting hours are from 7:00 a.m. to 8:00 p.m. Employees can be given as much time as they need in order to vote, but only a maximum of two hours is paid. Employees must give notice to their supervisors at least two (2) working days prior to the statewide election that they will need additional time off for voting. Employees will be required to take the time off only at the beginning or end of the employee's shift.

SECTION 13. FAMILY SCHOOL PARTNERSHIP ACT/PARENTAL LEAVE

This section applies to all Authority employees.

An employee who is a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to one or more children in kindergarten or grades 1 to 12, inclusive, or attending a licensed child care facility, can take off up to 40 hours each year, not exceeding eight (8) hours in any calendar month of the 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, prior to taking the time off, must give reasonable notice to Tri-City of the planned absence. The employee shall utilize existing vacation, personal leave, or compensatory time off for purposes of the planned absence authorized by this section.

An employee may also utilize time off without pay for this purpose if approved by his/her supervisor. The supervisor may request the employee provide documentation from the school or licensed child care facility as proof that he or she participated in school or licensed child care facility activities on a specific date and at a particular time. If both parents, guardians or grandparents having custody work for the Authority at the same work site, only the first parent requesting will be entitled to leave under this provision. At the discretion of the Department Director(s), the Authority will allow both parents to take leave under this provision.

SECTION 14. JURY DUTY

It shall be the general rule to excuse employees of the Authority from regular responsibilities of their positions when called for jury duty for a period not exceeding 15 working days. No employee shall be disciplined or separated as a result of jury duty service. An employee who is summoned to serve on a jury must notify his or her supervisor or program manager as soon as possible after receiving notice of both possible and actual jury service in order to receive time off for the period of actual service required on such jury. The time spent off the job by the full-time, regular employee while actually serving on jury duty under the supervision of the court shall be compensated on a straight time basis, limited to the employee's normal workday schedule. The time spent on jury duty is not work time for purposes of calculating overtime compensation.

An employee excused from jury duty prior to the completion of his/her normal workday must return to work. All per diem reimbursement paid the employee by the court shall be endorsed to the Authority. It shall be the duty of the employee requesting compensation under this provision to present court verification of time and dates of such employee's jury duty. Failure to provide court verification of jury duty attendance for each day and any reimbursement of the court per diem to the Authority shall be cause for the Authority not to compensate the employee for jury duty.

SECTION 15. WITNESS LEAVE

This section applies to all Authority employees.

A. Subpoena.

An employee who is subpoenaed to appear in court in a matter regarding an event or transaction in the course of his or her Tri-City job duties will do so without loss of compensation. The time spent will be considered work time. The Authority will offset the amount from pay the employee receives for witness fees.

B. Exception for Employee-Initiated or Non-Authority Related Lawsuits.

An employee who is subpoenaed to appear or who appears in court in a matter unrelated to his or her Authority job duties or because of civil or administrative proceedings that he or she initiated does not receive compensation for time spent related to those proceedings. An employee may request to receive time off without pay, or may use accrued vacation for time spent related to those proceedings. The time spent in these proceedings is not considered work time.

SECTION 16. TIME OFF FOR VICTIMS OF VIOLENT CRIMES, STALKING OR DOMESTIC VIOLENCE

This section applies to all Authority employees.

- A. Any employee who is a victim of a crime that is a serious or violent felony, or a felony involving theft or embezzlement, may take leave from work to attend judicial proceedings related to that crime, if the employee provides the Authority a copy of the notice of the scheduled proceeding in advance. If advance notice is not feasible, the employee must provide the Authority, within a reasonable time after the leave is taken, documentation from the District Attorney, victim's rights office, or court / governing agency that shows that the judicial proceeding occurred when the leave was used. An employee who is an immediate family member of such a crime victim, including: a registered domestic partner; the child of the registered domestic partner; spouse; child; stepchild; brother; stepbrother; sister; stepsister; mother; stepmother; father; or stepfather of the crime victim is also entitled to leave from work

to attend judicial proceedings relating to that crime. The leave is unpaid unless the employee elects to use accrued vacation, sick, or other paid leave, or compensatory time off.

- B. Any employee who is a victim of a crime listed in Labor Code section 230.5(a)(2)(A), may take leave from work to appear in court to be heard at any proceeding in which the right of the victim is at issue, if the employee provides the employer reasonable advance notice. If advance notice is not feasible, the employee must provide the Authority, within a reasonable time after the leave is taken, certification from a police report, a district attorney or court, or from a health care provider or victim advocate, that the employee was a victim of any of the crimes listed in Labor Code section 230.5(a)(2)(A). An employee who is a spouse, parent, child, sibling, or guardian of such a crime victim is also a victim who is entitled to this leave if the above notice or certification requirements are met. The leave is unpaid unless the employee elects to use accrued vacation or paid leave, or compensatory time off.
- C. Any employee who is a victim of domestic violence, sexual assault, or stalking, may take leave from work to obtain or attempt to obtain any relief, including, but not limited to: a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or his or her child, if the employee provides advance notice of the need for leave. If advance notice is not feasible, the employee must provide any of the following certifications within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse. The leave is unpaid unless the employee elects to use 2014 Healthy Workplaces sick leave (Labor Code § 246.5(a)(2)), accrued vacation or paid leave, or compensatory time off.
- D. Any employee who is a victim of domestic violence, sexual assault, or stalking, may take leave from work to attend to any of the following: obtaining medical attention or psychological counseling; obtaining services from a shelter, program or crisis center; or participating in safety planning or other actions to increase safety, if the employee provides advance notice of the employee's intention to take time off for these purposes. If advance notice is not feasible, the employee must provide any of the following to the Authority within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse. The leave is unpaid unless the employee elects to use 2014 Healthy Workplaces sick leave (Labor Code § 246.5(a)(2)), accrued vacation or personal leave, or compensatory time off.

SECTION 17. ADMINISTRATIVE LEAVE

This section applies to all Authority employees.

The Authority has the right to place an employee on leave at any time with full pay. An employee may be placed on administrative leave pending investigation of misconduct, potential disciplinary action, or other reasons that the Human Resources Manager, in his/her discretion, believes warrant such leave. Paid administrative leave is not considered a disciplinary action. As such, the employee has no right to appeal if placed on paid administrative leave.

RULE VII. EMPLOYEE DEVELOPMENT

SECTION 1. TRAINING

This section applies to all Authority employees.

A. Responsibility.

The responsibility for developing Authority-wide training programs for employees shall be assumed jointly by the Human Resources Department and department directors/managers. Training programs may include lecture courses, demonstrations, attendance at conferences, assignment of reading material, or such other programs as may be available for the purpose of improving the efficiency and broadening the knowledge of employees in the performance of their duties and responsibilities.

B. Orientation.

All new employees will be scheduled for the New Employee Orientation on their first day of hire, in order to receive an introduction to Authority employment. Representatives from each department will give an overview of how their department operates and how the various programs are integrated into their work. This includes an introduction to Tri-City, Revenue, review of the Recovery Model, Quality Assurance, Collaborative Documentation, information on the Wellness Authority and our Outreach programs. In addition, the new hire will receive HIPAA, Privacy and Security training, Safety training and information on Tri-City policies and procedures. During this period, employees will also be asked to complete new-hire forms and documents necessary to complete the hiring process and receive their Employee ID badge.

C. Mandatory All Staff Trainings.

1. All new hires will be assigned the following mandatory staff trainings. These trainings must be completed by the end of the employee's probationary period (with the exception of Sexual Harassment) and then annually as required. Certificates of Completion will be maintained in the HR Department on each employee.
 - a. Bloodborne Pathogens
 - b. Boundaries
 - c. Community Resiliency Model (CRM) Non-Clinical staff
 - d. Trauma Resiliency Model (TRM) Clinical staff
 - e. Crisis Prevention Institute (CPI) Non-violent Crisis Intervention Training
 - f. Cultural Diversity (Competency)
 - g. Mental Health First Aid (MHFA)
 - h. Motivational Interviewing (MI)
 - i. Sexual Harassment for Employees (Must be completed within the first 30 days of hire)
 - j. Sexual Harassment for Supervisors in California (Must be completed within first 30 days of hire)
 - k. Adverse Childhood Experiences (ACEs)
 - l. Human Trafficking: Sexual Exploitation

2. All existing staff will be assigned the following mandatory staff trainings. These staff should have completed all new hire trainings as listed in section C(I). Human Resources will notify all employees and their supervisors of any incomplete training assignments. Certificates of Completion will be maintained in the Human Resources Department on each employee.
 - a. Bloodborne Pathogens – annually
 - b. Cultural Diversity (Competency) - annually
 - c. HIPAA Privacy - annually
 - d. Sexual Harassment for Supervisors in California – bi-annually
 - e. Sexual Harassment for Employees in California – bi-annually

RULE VIII. SEPARATION

SECTION 1. RESIGNATION

Executive Management employees are excluded from this section.

An employee wishing to leave in good standing shall file a written resignation with his/her supervisor at least two (2) calendar weeks before leaving service, unless, because of extenuating circumstances, the supervisor agrees to permit a shorter period of notice. The written resignation shall be immediately forwarded to Human Resources. The filing of the written resignation with the supervisor shall be deemed official notice to and acceptance by the supervisor. Once a written resignation is tendered, the resignation may not be withdrawn by the employee without the consent of the supervisor. Once a resignation has been tendered, the Authority reserves the right to release the employees from duty at their discretion. The resignation of an employee who fails to give notice may be cause for denying future employment by the Authority. Payment for hours worked up to the resignation date will be paid at the next scheduled pay date.

All assigned Authority property and/or equipment in their possession or control must be returned on or before the last day of employment. This includes keys, employee identification badges, cell phones and other materials provided by the Authority.

All employees leaving the Authority service will be encouraged to participate in an exit interview. At the exit interview, employees will be advised of their rights on benefits and insurance. Employees will be given an opportunity to discuss their views on the Authority, their department, training, and other subjects upon which they would like to comment.

SECTION 2. RETIREMENT SYSTEM / RETIREMENT

This section applies to all Authority employees.

Regular full-time employees of the Authority or part-time employees employed over 1000 hours in a fiscal year, as a condition of employment shall become members of the California Public Employee's Retirement System (CalPERS), in accordance with the existing legislation governing retirement. The Authority participates in the two percent (2%) at 62 Plan for those hired on or after January 1, 2013. Employees hired prior to January 1, 2013 participate in the 2% at 55 plan. Employees contemplating retirement should contact Human Resources at least 90 days prior to their anticipated retirement date.

SECTION 3. LAYOFF PROCEDURES

This section applies to all full-time, regular Authority employees.

- A. The Authority may layoff any employee(s) due to termination of a position, termination of the program to which the position is assigned, lack of work, or lack of funds. This is not a disciplinary or punitive action and shall not be subject to administrative appeal. In the event that the Authority determines that a reduction in the work force is necessary, full-time regular employees shall be deemed to have seniority over part-time, hourly employees.
- B. Whenever possible, employees to be laid off shall be given at least 30 calendar days prior notice. The employee shall be advised in writing by the Human Resources Department of any and all rights available to employees scheduled to be laid off.
- C. Employees in the classification, program, and/or department that have been reduced will be laid off in accordance with their classification, seniority, funding, grant and/or special project training. When two or more employees have relatively equal skills, qualifications and ability to perform the work without further training, the employee(s) with the least seniority in the affected classification will be laid off first.

SECTION 4. EXTENDED BENEFITS – COBRA

This section applies to all eligible Authority employees.

The Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) provides for the temporary continuation of health care coverage. COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a “qualifying event.” After a qualifying event, COBRA continuation coverage must be offered to each person who is a “qualified beneficiary.” You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

When the qualifying event is the death of the employee, the employee’s becoming entitled to Medicare benefits (under Part A, Part B, or both), your divorce or legal separation, or a dependent child’s losing eligibility as a dependent child, COBRA continuation coverage lasts for up to a total of 36 months.

When the qualifying event is the end of employment or reduction of the employee’s hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare eight (8) months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus eight [8] months). Otherwise, when the qualifying event is the end of employment or reduction of the employee’s hours of employment, COBRA continuation coverage generally lasts for only up to a total of 18 months.

RULE IX. DISCIPLINE

SECTION 1. DISCIPLINARY AND APPEALS PROCEDURES

A. Excluded Positions.

The disciplinary and appeals procedures set forth in this section do not pertain to Executive Management and employees that are specifically excluded from the competitive service as listed in Rule II, Section 1 of these rules and regulations. In addition, any regular employee who is exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) is not subject to any disciplinary penalty which is inconsistent with his or her FLSA overtime-exempt status.

B. Notification and Approval of Department Directors

The Supervisor must notify and receive approval from the appropriate Department Director (e.g. Director of Clinical Program Services, Chief Financial Officer, Chief Operations Officer, Chief Compliance Officer, Director of MHSA and Ethnic Services, and Medical Director) and HR prior to proposing or imposing any personnel action or discipline as it pertains to Rule IX of these Rules and Regulations.

C. Basis For Disciplinary Action.

The tenure of employment at the Authority shall be based on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action, which shall be commensurate with the seriousness of the offense and with due consideration of the employee's performance record. Although not an all-inclusive list, the following are examples of infractions which will result in disciplinary action up to, and including, dismissal:

1. Dishonesty – Including, but not limited to, falsification of records, billing claims, or timesheets, willful omission of information, misrepresentation of a material fact, etc.
2. Theft.
3. Unsatisfactory job performance, incompetence, inefficiency or negligence in the performance of duties, including failure to perform assigned task or failure to discharge duties in a prompt, competent and responsible manner.
4. Intemperance.
5. Discourteous or offensive treatment of the public or other employees.
6. Failure to cooperate with employee's supervisor or fellow employees.
7. Disobedience, insubordination or insulting or demeaning the authority of a supervisor or manager.
8. Reporting to work under the influence of drugs, controlled substances or alcohol or possessing, transferring, selling or using drugs, controlled substances or alcohol in Authority offices, vehicles, work areas, or on Authority property during work hours including paid or unpaid break periods.

9. Unexcused absence.
10. Excessive and/or patterned absenteeism or tardiness.
11. Violation of any Authority Personnel Rule or Regulation or Authority Policy and Procedure, including but not limited to those contained in this manual.
12. Violations of rules, regulations, orders, or directives established by a supervisor.
13. Conviction of a felony that has a nexus to the employee's job duties. The record of conviction shall be conclusive evidence of the fact that the conviction occurred. Human Resources may inquire into the circumstances surrounding the commission of the crime in order to fix the degree of discipline. A plea or verdict of guilty, conviction showing a plea of nolo contendere is deemed to be a conviction within the meaning of this section.

Human Resources may, in its sole discretion, take disciplinary action upon the conviction of the offense, when the time for appeal has elapsed, or when order granting probation is made suspending the imposition of sentence, irrespective of a subsequent order under the provisions of section 1203.4 of California Penal Code allowing such person to withdraw his/her plea and enter a plea of not guilty, or setting aside a verdict of guilty, or dismissing the accusation or indictment.
14. Misuse, abuse or unauthorized use of Authority property, including, but not limited to physical property, tools, equipment, Authority communications systems, Authority vehicles, intellectual property or certifications.
15. Mishandling of public funds.
16. Substandard job performance.
17. Disciplinary action by a licensing board in connection with a job related license.
18. Verbal or physical abuse and/or harassment.
19. Failure to submit timesheets in a timely manner.
20. Failure to meet established productivity standards.
21. Failure to comply with service documentation standards, including failure to possess, keep in effect, or report loss of any license, certificate or other similar requirement specified in the employee's job description.
22. Breach of Acceptable Use Agreement for improper use of Authority Information Technological equipment.

23. Unauthorized disclosure or release of health information¹ that relates to any individual served by the Authority.
24. Use of leave in a manner not authorized or provided for pursuant to Authority policies.
25. Unapproved outside employment or activity that violates the Authority's policy, or other enterprise that constitutes a conflict of interest with service to the Authority.
26. Any conduct that impairs, disrupts, or causes discredit to the Authority, the employee's Authority employment, to the public service, or other employee's employment.
27. Abusive conduct, including malicious verbal, visual or physical actions, or the gratuitous sabotage or undermining of a person's work performance.
28. Failure to comply with OSHA Safety Standards and Authority safety policies.
29. Working overtime without prior authorization or refusing to work assigned overtime.
30. Carrying firearms or other dangerous weapons on Authority premises at any time, unless authorized to do so.
31. Horseplay or fighting.
32. Abuse of Company Time – excessive time spent on non-work related issues, including internet/phone usage and/or socializing.
33. Retaliation - It is illegal and inappropriate to retaliate against any person who has participated in complaining or providing information regarding allegations of misconduct.

D. Types of Discipline.

The types of personnel actions or discipline, which may be taken, in reverse order of severity, are (dismissal, demotion, reduction in step within a range, suspension, and written and verbal reprimand):

1. *Dismissal.* The discharge of an employee from the Authority service. Documents related to discharge shall become a part of an employee's personnel file when the discipline becomes final. A discharged employee is entitled to prior written notice and appeal as provided herein.
2. *Demotion.* Demotion without consent as a disciplinary action shall be reduction in classification or rank to a lower classification or rank with reduction in salary. Documents related to a demotion shall become part of the employee's personnel file when the discipline is final. An employee subject to demotion will be entitled to prior written notice and appeal as provided herein.

¹ "Health Information" means any information, whether oral or recorded in any form or medium that: (a) is created or received by Tri-City Mental Health Authority; and (b) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future for the provision of health care to an individual. (45 CFR Part 164.530 (e) (i))

3. *Reduction in Salary.* The reduction of pay within the salary range. The maximum reduction in pay that may be given for any one disciplinary action shall be ten percent (10%) within the range for that class. Reduction in pay shall become effective on the first day of the pay period following the effective date of the disciplinary action. Reduction may be made on a regular or temporary basis. Documents related to a reduction in pay shall become part of the employee's personnel file when the discipline becomes final. An employee subject to a reduction in pay is entitled to prior written notice and appeal as provided herein.
4. *Suspension.* Any person holding the position of employment in the competitive service shall be subject to disciplinary suspension without pay not to exceed 30 cumulative days in a 12 month period. Documents related to a suspension shall become part of the employee's personnel file when the discipline is final. An employee subject to suspension will receive prior written notice and appeal as provided herein.
5. *Written Reprimand.* An official notification in writing by the immediate supervisor to the employee that there is cause for dissatisfaction with his/her performance or behavior and that further disciplinary action may be taken if the cause is not corrected. Written reprimand shall be made a part of the employee's official personnel record and may not be appealed. The employee has the right to have a written response attached to the reprimand in the employee's personnel file if the response is submitted to the Human Resources Department within ten (10) working days of the date the reprimand was received.
6. *Verbal Reprimand.* An oral warning or statement of dissatisfaction with employee's performance or behaviors. A verbal reprimand will be memorialized in writing and retained in the supervisor's file until the completion of the evaluation year and documented in the performance evaluation, as the supervisor deems necessary. A verbal reprimand may not be appealed under this policy. Aside from the performance evaluation, no record of the verbal reprimand is placed in the employee's personnel file unless subsequent more severe disciplinary action is taken.

E. Procedures For Discipline.

Respective levels of disciplinary actions will be imposed based upon the seriousness of the employee's disciplinary problem. However, a higher level of disciplinary action may be imposed for serious violations of policy, repeated or chronic minor offenses which have resulted in previous lower level disciplinary action, or based upon a history of repeated offenses discovered by the supervisor.

1. *Verbal Reprimand.* The supervisor will notify the employee of the specific performance and/or behavioral deficiencies and the efforts to be undertaken to correct them. Following the verbal reprimand the supervisor will submit a memorandum to the employee which documents the matters discussed, the employee's response and the understanding reached. The memorandum shall include a statement that this memorandum will not be included in the employee's personnel file unless the matters of concern are not satisfactorily resolved and more severe disciplinary action is subsequently taken.
3. *Written Reprimand.* When a written reprimand is given it shall be in writing. The immediate supervisor shall give the employee a copy and forward a copy to Human

Resources for retention in the employee's official personnel file. A written reprimand shall contain a description of the events which necessitated the action, specific expectations for change by the employee, how the supervisor will assist, and notice of further action in the event that a change by the employee does not occur.

Employee's Response and Opportunity to Respond to Written Reprimand.

Written reprimands may not be appealed. Full-time regular employees who have received a written reprimand may present a written response to the reprimand and have the written response placed in the personnel file.

Any written response must be submitted to the Human Resources Department within ten (10) working days of receipt of the written reprimand to be included in the employee's personnel file.

4. *Skelly Process.* Pre-Disciplinary Procedure for Discharge, Demotion, Reduction in Salary or Suspension without Pay.

Only regular, for-cause employees have the right to the conference and appeal processes outlined in this Section. At-will employees and those persons in positions identified in Rule II, Section 1 of these Rules are not entitled to the procedures outlined in this Section.

- a. **Notice of Intent to Discipline.** The employee will be provided a written notice of intent to discipline that contains the following:

- ii. The level of discipline intended to be imposed;
- iii. The specific charges upon which the intended discipline is based;
- iv. A summary of the facts upon which the charges are based;
- v. A copy of all materials, reports, or documents upon which the intended discipline is based;
- vi. Notice of the employee's right to respond to the charges within five (5) working days from the date of the Notice, either by requesting a conference, or by providing a written response, or both;
- vii. Notice of the employee's right to have a representative of his or her choice at the conference, should he or she choose to respond orally; and
- viii. Notice that the failure to respond at the time specified shall constitute a waiver of the right to respond prior to the imposition of discipline.

- b. **Employee's Response and the Skelly Conference.**

- i. If the employee requests an informal conference timely (within five (5) working days from the date of the Notice of Intent) to respond orally to the charge(s), the conference must be scheduled at least seven (7) working days from the date of the employee's official request. The conference will be an informal meeting with the supervisor and Human Resources, at which the employee has an opportunity to rebut the charges against him or her and/or present any mitigating circumstances, and shall have the right to representation. This is not intended to be an adversarial hearing. The employee will not have the opportunity to cross examine the Authority nor to present a formal case in opposition to the proposed discipline.

The supervisor will consider the employee's presentation before any final decision is made on the proposed disciplinary action.

- ii. The employee's failure to make an oral response at the arranged conference time, or the employee's failure to cause his or her written response to be delivered by the date and time specified in the notice, constitutes a waiver of the employee's right to respond prior to the imposition of the discipline. In that case, the decision on whether disciplinary action shall be made without any response from the employee.

c. Final Notice of Discipline.

- i. Before issuing the final notice, the immediate supervisor shall consult with the Human Resources Department, and at Human Resources discretion, may also consult with legal counsel. Within ten (10) working days of receipt of the employee's timely written response, within ten (10) working days of the informal conference, or within ten (10) working days after the expiration of the employee's time to respond to the Notice of Intent, whichever comes last, the immediate supervisor, with the approval of the Human Resources Department, will:
 - (1) Dismiss the notice of intent and take no disciplinary action against the employee,
 - (2) Modify the intended disciplinary action, or
 - (3) Impose the disciplinary action as originally proposed.
- ii. In any event, the supervisor will prepare and 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 upon which the charges are based;
 - (4) A copy of all materials, reports, or documents upon which the discipline is based; and
 - (5) A statement of the nature of the employee's right to appeal and the deadline to appeal.

F. Evidentiary Appeal Procedure Following Disciplinary Action for Discharge, Demotion, Reduction in Salary or Suspension without Pay.

Only regular, for-cause employees have the right to the conference and appeal processes outlined in this Section. At-will employees and those persons in positions identified in Rule II, Section 1 of these Rules are not entitled to the procedures outlined in this Section.

- 1. *Employee's Right to Appeal.* A regular, for-cause employee may appeal the final notice of discipline in the form of suspension without pay, demotion, reduction in pay, or discharge by delivering a written answer to the charges and a request for appeal to the Human Resources Manager or designee, who will forward the appeal to the Executive Director. The written answer and request for appeal *must be received* no later than five (5) working days from:
 - a. receipt of the final notice of discipline; or

- b. the date of attempted delivery by the post office or delivery service of the notice to the last known address of the employee. If the employee fails to timely submit a written request for appeal, the employee's right to appeal is waived and the action of the Authority shall be considered conclusive and shall take effect as prescribed.
2. *Date and Time of the Appeal Hearing.* Once the Appeal Hearing Officer has been designated, the Executive Director 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. An employee who, having filed a timely written answer and request for appeal, has been notified of the time and place of the appeal hearing, and who fails to appear personally at the hearing, may be deemed to have abandoned his or her appeal. In such a case, the Executive Director may dismiss the appeal.
3. *Hearing Officer.* In his or her sole discretion, the Executive Director may:
 - a. Serve as the Hearing Officer and choose to hear the evidentiary appeal directly, or
 - b. He or she may authorize the Authority's retention of an independent, mutually agreeable, Hearing Officer to hear the appeal and make a recommendation to the Executive Director.

Should a Hearing Officer be retained, the Hearing Officer's decision shall be advisory only. The Hearing Officer may recommend to the Executive Director sustaining, rejecting, or modifying the disciplinary action invoked against the employee, but in no case may the Hearing Officer's recommendation impose greater discipline upon the employee. The decision of the Executive Director shall be final and conclusive administrative action.
4. *Identification of Issues, Witnesses and Evidence.* Not later than ten (10) days prior to the appeal hearing, each party will provide each other and the Hearing Officer with a statement of the issues to be decided, a list of all witnesses to be called (except rebuttal witnesses), a brief summary of the subject matter of the testimony of each witness, and a copy of all evidence (except rebuttal evidence) to be submitted at the hearing. Neither party will be permitted to call any witness during the hearing who has not been identified pursuant to this section, nor use any exhibit not provided pursuant to this section, unless that party can show that they could not have reasonably anticipated the need for the witness or exhibit.
5. *Conduct of the Appeal Hearing.*
 - a. **Subpoenas.** The Executive Director has authority to issue subpoenas in the name of the Authority prior to the commencement of the hearing. Each party is responsible for serving his/her/its own subpoenas. Tri-City employees who are subpoenaed to testify during working hours will be released with pay to appear at the hearing.

Tri-City employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually testify unless Tri-City agrees to a different arrangement.

- b. **Continuances.** The Hearing Officer may continue a scheduled hearing only upon good cause shown.
- c. **Record of the Proceedings.** All disciplinary hearings may, at the discretion of the parties, be either recorded by a court reporter or tape recorded. Any party who requests a transcript of the proceedings must pay for his/ her/ its own copy of a transcript.
- d. **The Hearing Officer's Authority During the Hearing.** The Hearing Officer has the authority to control the conduct of the hearing and to recommend to the Executive Director to affirm, modify, or revoke the discipline.
- e. **Conduct of the Hearing.**
 - i. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner the Hearing Officer decides is the most conducive to determining the truth.
 - ii. Any relevant evidence may be admitted if it is the type of evidence upon which responsible persons are accustomed to rely upon in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.
 - iii. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding, unless such evidence would be admissible over objection in civil actions. An objection is timely if made before submission of the case.
 - iv. The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil litigation.
 - v. Irrelevant and unduly repetitious evidence may be excluded by the Hearing Officer.
 - vi. The Hearing Officer shall determine relevance, weight and credibility of testimony and evidence.
 - vii. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon the request of either party.
 - viii. All witnesses shall be administered the oath to testify truthfully prior to testifying at the hearing. The Hearing Officer or the court reporter shall request each witness to raise his or her right hand and respond to the following: "Do you swear or affirm that the testimony that you are about to give at this hearing is the truth, the whole truth, and nothing but the truth?"
- f. **Burden of Proof at the Hearing.** The Authority has the burden of proof of the factual charges by a preponderance of the evidence.
- g. **Right to Due Process.** The employee shall have the following due process rights during the hearing:
 - ii. The right to be represented by legal counsel or another chosen representative,

- at his or her own expense;
- iii. The right to call and examine witnesses on his or her behalf;
- iv. The right to introduce evidence;
- v. The right to cross-examine opposing witnesses on any matter relevant to the issues;
- vi. The right to impeach any witness regardless of which party first called him or her to testify; and
- vii. The right to rebut evidence against him or her.
- h. **Hearing to be Closed to the Public.** The hearing will be closed to the public unless the employee requests that it be open.
- i. **Presentation of the Case.** The parties will address their remarks, evidence, and objections, to the Hearing Officer. All parties and their counsel or representatives shall not disparage the intelligence, morals, or ethics of their adversaries or of the Hearing Officer.

The Hearing Officer may terminate argument at any time and issue a ruling regarding an objection or any other matter. The Hearing Officer may alter the order of witnesses, limit redundant or irrelevant testimony, or directly question the witness. The hearing shall proceed in the following order unless the Hearing officer directs otherwise:

- i. The Department shall be permitted to make an opening statement.
- ii. The employee shall be permitted to make an opening statement.
- iii. The Department shall produce its evidence.
- iv. The employee shall produce his or her evidence.
- v. The Department, followed by the employee, may offer rebuttal evidence.
- vi. Closing arguments of not more than 20 minutes by each party shall be permitted at the discretion of the Hearing Officer. The Department shall have the right to argue first, the employee may argue second, and the Department may reserve a portion of its argument time for rebuttal.
- j. **Written Briefs by the Parties.** The Hearing Officer or the parties may request the submission of written briefs. The Hearing Officer will determine whether to allow written briefs, the deadline for submitting briefs, and the page limit for briefs.
 - i. Written Findings and Decision.
 - (1) **Independent Hearing Officer.** The Hearing Officer shall render a statement of written findings and recommendation to the Executive Director. The Hearing Officer's decision shall be advisory only.

The Hearing Officer may recommend to the Executive Director sustaining, rejecting, or modifying the disciplinary action invoked against the employee, but in no case may the Hearing Officer's recommendation impose greater discipline upon the employee.

The Executive Director shall review the Hearing Officer's findings and issue a final decision within 30 days after he or she receives the Hearing Officer's findings. The Executive Director's decision shall be conclusive, final and binding administrative action.

(2) **Executive Director.** If the Executive Director heard the appeal directly, he or she shall render a statement of written findings and decision within 30 days after the hearing has been completed and the briefs, if any, have been submitted. The Executive Director's decision is conclusive, final and binding administrative action.

- k. Proof of Service of the Written Findings and Decision. The Executive Director shall send his or her final statement of written findings and decision, along with a proof of service of mailing, to each of the parties and to each of the parties' representatives. It shall be the responsibility of the employee to inform the Executive Director of his/her address. Copies shall also be distributed to the Human Resources Supervisor or Manager.
- l. Statute of Limitations. The Executive Director's written findings and decision is final administrative action. There is no process for reconsideration. Pursuant to Code of Civil Procedure section 1094.6, the parties have 90 days from the date of the proof of service of mailing of the written findings and decision to file a petition for writ of mandamus with the Superior Court, County of Los Angeles.

RULE X. RECORDS

SECTION 1. PERSONNEL FILE

A. Official File.

The Human Resources Department shall maintain the "official" personnel file for each employee. Information contained in these files shall include classification title, the department to which assigned, salary, changes in employment status, disciplinary actions, performance evaluations, commendatory materials, and such other information as is required by law or that may be considered necessary and relevant to the administration of Tri-City's personnel program. Personnel files are the property of Tri-City, and access to the information they contain is restricted to protect employee privacy interests.

- 1. Every appointment, transfer, promotion, demotion, change of salary rate, and other temporary or permanent changes in status of employees shall be reported to Human Resources for the employee, and shall be retained in the employee's "official" personnel file in the Human Resources Department.

B. Update of File.

It shall be the responsibility of each employee to keep his/her supervisor/manager notified (in writing) concerning any changes in his or her contact and benefits information, including: number and names of dependents, correct mailing address, telephone number, and the person to be contacted in case of an emergency.

C. Medical Information.

1. *Separate Confidential Files.* All medical information about an employee or applicant is kept separately and is treated as confidential, in accordance with applicable state and federal law.
2. *Information in Medical Files.* Tri-City will not obtain medical information about an employee or applicant except in compliance with the California Confidentiality of Medical Information Act. To enable Tri-City to obtain certain medical information, the employee or applicant may need to sign an AUTHORIZATION FOR RELEASE OF EMPLOYEE MEDICAL INFORMATION.
3. *Access to Medical Information.* Access to employee or applicant medical information shall be strictly limited to only those with a legitimate need to have such information for Tri-City business reasons, or if access is required by law, subpoena or court order. In the case of an employee with a disability, managers and supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations. Tri-City will not provide employee or applicant medical information to a third party (except as permitted under the California Confidentiality of Medical Information Act) unless the employee signs an AUTHORIZATION FOR RELEASE OF EMPLOYEE MEDICAL INFORMATION. Tri-City will release only the medical information that is identified in the employee's authorization. If the employee's authorization indicates any limitations regarding the use of the medical information, Tri-City will communicate those limitations to the person or entity to which it discloses the medical information.

D. References and Release of Information in Personnel Files.

1. *Public Information.* Upon request, Tri-City will release to the public information about its employees as required by the Public Records Act. Tri-City will not disclose personnel information if it believes doing so would constitute an unwarranted invasion of personal privacy.
2. *Reference Checks.* All requests from outside Tri-City for reference checks or verification of employment concerning any current or former employee must be referred to the Human Resources Department. Information will be released only if the employee signs an AUTHORIZATION FOR RELEASE OF EMPLOYMENT INFORMATION in the form attached to this rule, except that without such authorization, the following limited information will be provided: dates of employment, and salary upon departure. Department heads and supervisors shall not provide information in response to requests for reference checks or verification of employment, unless specifically approved by the Human Resources Department on a case-by-case basis.
3. *Medical Information.* Medical information will be released only in accordance with subsection C above.

E. 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 provided that the record is still being maintained. Personnel files will be destroyed five years after the employee separates from the Authority as in accordance with the

law. If an employee wishes to view his/her personnel file, he/she will schedule an appointment with Human Resources, or designee. The review must be done in the presence of an employee of the Human Resources Department.

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. A current or former employee who wishes to receive such a copy should contact the Human Resources Department in writing. The Authority may charge a fee for the actual cost of copying.
3. In the event the employee wishes to have another person/representative inspect his or her personnel file, the employee must provide the person/representative with written authorization. The Human Resource Department will notify the employee of the date, time and place of the inspection in writing. It is the employee's responsibility to notify the person to whom the employee has given written authorization of the date, time and place of the inspection.
4. Under no circumstances is the employee and/or the employee's designee permitted to add or remove any document or other item from the employee's personnel file during the inspection.

(End of Document)



PERSONNEL RULES AND REGULATIONS

Revised:

September 16, 2026

Effective September 16, 2026

**Supersedes All Previous Versions of Authority's
Personnel Rules and Regulations, Policy and Guidelines**

Administrative Office

1717 N. Indian Hill Boulevard, Suite B
Claremont, CA 91711-2788

Clinical Office

2008 N. Garey Avenue
and
1900 Royalty Drive
Pomona, CA 91767-2722

Wellness Center

1403 North Garey Avenue
Pomona, CA 91767

MHSA Office

2001 N. Garey Ave
Pomona, CA 91767-2722

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Tri-City Mental Health Authority

Personnel Rules and Regulations

RULE I. INTRODUCTORY STATEMENT

SECTION 1. PURPOSE AND APPLICABILITY

As a public behavioral health system of care, Tri-City Mental Health Authority (the Authority or Tri-City) recognizes that employees (human resources) are the Authority's greatest assets. These rules and regulations are set forth to establish the framework for the administration of Tri-City's personnel operations. Tri-City reserves the right to revise, modify, delete or add to these Personnel Rules and Regulations and related administrative regulations, procedures, practices, forms, and work rules, subject to the approval authorities and limitations established in Section 2 of this Rule. The Human Resources Department is responsible for the implementation and the administrative interpretation of these rules and the maintenance of records related thereto. These rules are/may be supplemented by administrative and departmental policies and procedures, provided that such policies and procedures are consistent with these Personnel Rules and Regulations.

These rules do not create any contract of employment, express or implied, or any rights in the nature of a contract.

Please read this booklet carefully and keep it for future reference.

These rules and regulations shall supersede any prior personnel rules and regulations and became effective upon approval by the Governing Board on September 16, 2026.

SECTION 2. AUTHORITY TO ADOPT AND AMEND PERSONNEL RULES AND REGULATIONS AND ADMINISTRATIVE PROCEDURES

- A. Governing Board Authority.** The Governing Board retains authority to adopt and amend provisions establishing or materially affecting the Authority's personnel governance framework, including employment classifications and status; compensation and benefits; employee rights and protections; leave entitlements; grievance, disciplinary and appeal rights; layoff rights; and the scope of authority delegated to the Executive Director.
- B. Executive Director Authority.** The Executive Director is authorized to adopt and amend administrative regulations, procedures, practices, forms, work rules, and implementation requirements necessary for the effective administration of these Personnel Rules, provided that such changes are consistent with Governing Board-approved policy and do not materially establish, eliminate, expand, or restrict employee rights, compensation or benefits, employment status, grievance or appeal rights, disciplinary protections, or authority reserved to the Governing Board.
- C. Human Resources Review.** Human Resources shall review proposed administrative amendments for consistency with these Personnel Rules and applicable requirements before implementation.
- D. Conflict.** In the event of a conflict between an administrative regulation or procedure approved by the Executive Director and a Personnel Rule approved by the Governing Board, the Governing Board-approved Personnel Rule shall control.

RULE II. GENERAL PROVISIONS

SECTION 1. OFFICERS AND EMPLOYEES TO WHICH RULES AND REGULATIONS ARE APPLICABLE

These rules and regulations shall apply to all full-time (40 hours per week) employees holding offices, positions, and employment in the competitive service of the Authority except those employees or groups excluded below or where the rules and regulations specifically provide otherwise. Unless otherwise specified, excluded employees and groups are:

- A. Members of the Governing Board;
- B. Members of the Mental Health Commission and appointed committees;
- C. Persons engaged under contract to supply expert, professional or technical services for a definite period of time;
- D. Volunteer personnel including those who receive no regular compensation from the Authority;
- E. Employees in the Executive Management Service. Positions presently included in this status are: Executive Director, Chief Financial Officer, Director of Clinical Program Services, Chief Operations Officer, Director of MHSA and Ethnic Services, Chief Compliance Officer, and Medical Director;
- F. Psychiatrists;
- G. Part-Time Employees;
- H. Temporary Employees.

Individuals in the categories listed above are not included in the competitive service to which these rules and regulations apply, but rather serve in an at-will status at the pleasure of the appointing authority. Such individuals have no property right in continued employment, are prohibited from the attainment of regular employment status, have no entitlement to pre-disciplinary rights or procedures, and are specifically excluded from disciplinary administrative appeal procedures contained in these rules and regulations.

SECTION 2. DEFINITION OF TERMS

All words and terms used in these rules and regulations and in any resolution dealing with personnel policies and procedures shall be defined as they are normally and generally defined in the field of personnel administration. For the purpose of convenience, however, the following words and terms most commonly used are hereinafter defined:

“ADMINISTRATIVE LEAVE” means leave approved by the Executive Director for special situations for which ordinary leaves such as annual/vacation, sick/medical, holiday, jury duty, and bereavement do not apply. Included, but not limited to, is substituted time off granted to FLSA “exempt” employees for pre-approved hours worked beyond the normal workweek.

“ADVANCEMENT” means a salary increase within the limits of the pay range established for classes provided by resolution.

“ALLOCATION” means the assignment of a single position to its proper class in accordance with the duties exercised, and the educational and experience requirements; or, the assignment of a class to a salary range or rate.

“ANNIVERSARY DATE” means date of initial appointment of an employee. (Also See Salary Anniversary Date)

“APPOINTING AUTHORITY” means the Executive Director or other officer who has been delegated the power to fill positions in the competitive service or to administer discipline.

“APPOINTMENT” means the employment of a person in a position.

“AT-WILL” means employment at the pleasure of the appointing authority. Individuals employed in an at-will status do not serve a probationary period, have no property right in continued employment, have no entitlement to pre-disciplinary rights or procedures, and are excluded from termination administrative appeal procedures.

“BASE SALARY” means the salary range and rate established in a salary resolution by the Governing Board exclusive of any overtime, shift differential, incentive, or other type of premium pay an employee may receive.

“CALL BACK DUTY” occurs when an employee is unexpectedly ordered by his/her department to return to duty, following the completion of his/her normal work shift or work week, because of unanticipated work requirements.

“CLASS” means all positions sufficiently similar in duties, authority, responsibilities, and minimum qualifications grouped for the equitable application of common standards of selection and compensation.

“CLASSIFICATION PLAN” means the designation by resolution of the Governing Board of a title for each class together with the specifications for each class as prepared and maintained by the Personnel Officer.

“CLASS SPECIFICATIONS” means a written description of a class, setting forth the essential characteristics, functions, and requirements of the positions in the class.

“COMPENSATORY TIME OFF” means time taken off, with pay, from work in lieu of overtime pay.

“COMPETITIVE SERVICE” means all positions in the Authority service except those specifically excluded by these rules. Those excluded positions (listed in Rule II, Section 1 “Officers and Employees to Which Rules and Regulations are Applicable”) serve in an at-will status at the pleasure of the appointing authority.

“CONTINUOUS SERVICE” means the employment without a break or interruption in the competitive service. A break or interruption in continuous service shall be construed as an absence of the employee from his/her employment initiated by either the Authority or the employee for periods of time of more than six consecutive months in an unpaid status.

“DEMOTION” means the voluntary or involuntary reduction of an employee from a position in one class to a position in another class having a lower maximum base salary rate and less responsible duties and/or less job qualifications.

“DISCIPLINE” generally means an action taken against an employee such as a verbal or written reprimand, suspension from work without pay, demotion, reduction in pay or discharge to correct performance deficiencies.

“DISCRIMINATION” (See Definition under Rule II, Section 6, Page 12.)

“DISMISSAL” means the involuntary separation of an employee from the Authority’s service.

“DOMESTIC PARTNER” includes those persons who are legally registered as domestic partners with the California Secretary of State and who meet the minimum requirements set forth in California Family Code section 297.

“ELIGIBLE” means a person who may be appointed to a vacant position in the competitive service as provided by these rules.

“ELIGIBILITY LIST” means a list of names of persons who have been examined/interviewed for a position in the competitive service and who have passed and are ranked on the list based on the score received.

“EXEMPT CLASSES” means those classes of positions that, by the nature of the job requirements, do not earn overtime. These classes include management and confidential classes that have been determined to be ineligible for overtime compensation as exempt classifications under the Fair Labor Standards Act (FLSA).

“FULL-TIME POSITION” means a position in the competitive service of the Authority which requires at least 40 hours of work per week for employees employed after June 1, 1990.

“GRIEVANCE” (See Definition under Rule II, Section 8, Page 19)

“HARASSMENT” (See Definition under Rule II, Section 6, Page 12)

“LAYOFF” means the separation of an employee from Authority service for reasons of economy or reductions or elimination of Authority services.

“MERIT SALARY INCREASE” means the increase of an employee’s salary within the salary range established for the class of position he/she occupies based on job performance in such position.

“OVERTIME” means written pre-approved time which an interim, probationary, or regular non-exempt employee is required to work in excess of the regular maximum number of hours prescribed for a full-time employee in that classification in a work period as described in these rules and regulations.

“PART-TIME POSITION” means a position having a work week of fewer hours than the work week established for full-time positions or a position compensated at a straight hourly rate and receiving only those benefits mandated by state or federal law. Part-time employees may not attain regular employment status and are at-will employee.

“POSITION” means a combination of duties and responsibilities assigned to a specific employment description, whether occupied or vacant, carrying certain duties by an individual on either a full-time or part-time basis.

“PROBATIONARY APPOINTMENT” means the probationary employment of an eligible candidate in a full-time position. A probationary appointment is for a specified working test period, during which job performance is evaluated as a basis for a subsequent regular appointment or dismissal without right of appeal. Part-time employees are not eligible for probationary appointments as they are prohibited from attaining regular employment status.

“PROBATIONARY EMPLOYEE” means a full-time employee who has a probationary appointment serving a probationary work test period for a regular position in a classification in which he/she is currently employed.

“PROBATIONARY PERIOD” means a working test period that is part of the selection process and during which time a full-time employee is required to demonstrate his/her fitness for the duties of the position to which he/she has been assigned by actual performance of such duties. The term “initial probationary period” means an employee’s first probationary period during his/her continuous Authority employment. Promotion to a new position results in the commencement of a probationary period in the higher class.

“PROMOTION” means the advancement of an employee from a position in one classification to a position in another classification having a higher level of duties, responsibilities, qualifications and a higher maximum rate of pay.

“PROVISIONAL/INTERIM APPOINTMENT” means the appointment of a person to a classification in the Authority service on an interim basis during which that person will continue to occupy the position from which he/she was appointed for a period of six (6) months and may be extended by mutual agreement of the parties. Except in cases of retired annuitants, in which the appointment would be limited to 960 hours per fiscal year (See Definition under Rule IV, Section 10, Page 45)

“RECLASSIFICATION” means the reassignment of a position from one class to a different class in accordance with a reevaluation of the minimum qualifications, duties, and responsibilities of the position. A reclassification is not a punitive action and does not apply when duties are voluntarily assumed by the employee. A reclassification shall not be used as a means to circumvent the promotion procedure. A reclassification can occur only when budget authority exists for a position in a different class.

“REDUCTION” means a salary and/or classification decrease for an employee, generally associated with a disciplinary action.

“REGULAR EMPLOYEE” means an employee who has successfully completed the initial probationary period and who regularly works a minimum of 40 hours per week. Such an employee shall become a full-time regular employee and shall be entitled to all the benefits provided herein.

“REINSTATEMENT” means the reappointment of an employee to a position in the same or comparable class within six (6) months of his/her resignation in good standing provided a position is available. Credit shall be granted for prior service in terms of the level of benefits accrued and seniority. A reinstated employee shall serve a new probationary period.

“REJECTION” means the involuntary separation from Authority service of an employee who has not successfully completed his/her probationary period or the reduction of an employee who did not successfully complete his/her probationary period in a promotion to a position in a different class in which he/she had previously acquired regular status.

“RESIGNATION” means the voluntary separation of an employee from Authority service. An employee wishing to leave in good standing shall file a written notice of intent to resign his/her position. The employee shall give at least two (2) calendar weeks’ notice of intention to leave the service, unless the supervisor consents to the employee leaving sooner. (See Rule VIII, Section 1, Page 73)

“RETALIATION” (See Definition under Rule II, Section 6, Page 12)

“SALARY ANNIVERSARY DATE” means the future date on which an employee is eligible, on the basis of satisfactory job performance for a prescribed period, for a merit salary increase within the salary range established for the class of position he/she occupies. (Also See Anniversary Date on Page 50.

“SALARY PLAN” means the assignment by the Governing Board resolution of salary ranges and/or salary rates to each class.

“SALARY RANGE” means the minimum and maximum salary rates for a class as established by resolution of the Governing Board.

“SALARY RATE” means the dollar amount assigned within a salary range.

“SCHEDULED PAID HOLIDAY” means an eight (8) hour paid holiday for full time staff.

“SENIORITY” means length of full-time employment service with the Authority.

“SPOUSE” is defined by California law, but generally indicates a person with whom there is a legal marriage and/or other legally sanctioned relationship.

“SUSPENSION” means the temporary and involuntary separation of an employee, for a specified period of time, from the service, without pay, for disciplinary purposes.

“TEMPORARY APPOINTMENT” means an appointment to a position for a period of six months or less which may be extended by the Executive Director for a maximum of an additional six months.

“TEMPORARY EMPLOYEE” means a person who has been appointed to a position for a limited period.

“TEMPORARY POSITION” means a full-time or part-time position of limited duration.

“TERMINATION” means the separation of an employee from Authority service due to layoff, retirement, resignation, dismissal, or death.

“TITLE,” “CLASS TITLE,” “TITLE OF CLASS” means the official name applied to a class and to each position allocated to the class and to the incumbent of each position.

“TRANSFER” means a change of an employee from one position to another position in the same classification or in another classification having the same maximum salary rate, involving the performance of basically similar duties, and requiring substantially the same minimum qualifications.

SECTION 3. HUMAN RESOURCES DEPARTMENT - POWERS AND DUTIES

The Human Resources Department or his/her designee or agency employed for that purpose, shall:

- A. Prepare and recommend to the Governing Board, as required, amendments to these rules and regulations.
- B. Prepare a “salary compensation” plan and revisions thereto as required.
- C. Be responsible for administration of the following procedures within the framework of these rules and regulations.
 - 1. The formulation of specifications for each class of position in the competitive service of the Authority.
 - 2. The allocation of positions to class in the competitive service on the basis of duties, responsibilities, and requirements.
 - 3. The public announcement of vacancies and examinations and the acceptance of applications for employment.
 - 4. The preparation and conduct of examinations/interviews and the establishment and use of eligibility lists containing names of persons eligible for appointment.
 - 5. The certification and appointment of persons from eligibility lists to fill vacancies and the making of temporary and emergency appointments.
 - 6. The evaluation of employees during the probationary period and periodically thereafter.
 - 7. The transfer, promotion, demotion, discipline, and re-employment of employees in the competitive service.
 - 8. The setting of hours of work, attendance and leave regulations, and working conditions.
 - 9. The promotion of employee morale, welfare, training, and safety.
 - 10. The voluntary and involuntary separation of employees from the competitive service.
 - 11. The maintenance and use of necessary records and forms, including payroll certification.
 - 12. The establishment and maintenance of suitable methods of effective communication between employees and their supervisors; between employees and the Executive Director; and between employees and the Governing Board, relating to conditions of employment in the Authority service.
 - 13. The development of a pay and benefit package for management, confidential, and unrepresented employees and the presentation of this package to the Governing Board.

14. The development and administration of the Authority's employee-employer relationship program consistent with State law.
15. The development and administration of policies which assure an unbiased work environment and fully protect the rights of each employee.

SECTION 4. EQUAL EMPLOYMENT OPPORTUNITY

This section applies to all employees of and applicants for employment with the Authority.

The Authority prohibits discrimination against employees or applicants for employment on the basis of race, color, religion and religious creed, sex (including pregnancy), gender, gender identity (including transgender and transsexual), gender expression, national origin, ancestry, citizenship status, age (40 and over), marital status, physical or mental disability, medical condition, genetic characteristics or information, sexual orientation, military and veteran status or any other basis protected by law.

The Authority will afford equal employment opportunity to all qualified employees and applicants as to all terms and conditions of employment, including compensation, hiring, training, promotion, transfer, discipline, and termination. Employees, volunteers, or applicants who believe they have experienced any form of employment discrimination or abusive conduct are encouraged to report this immediately to Human Resources, or to contact the U.S. Equal Employment Opportunity Commission or the California Department of Fair Employment and Housing.

SECTION 5. REASONABLE ACCOMMODATION POLICY

This section applies to all applicants to the Authority and all employees, volunteers and interns of the Authority, to the extent required by law.

A. Policy.

Absent undue hardship or direct threats to the health and safety of employee(s), the Authority provides employment-related reasonable accommodations to:

1. Qualified individuals with disabilities within the meaning of the California Fair Employment and Housing Act ("FEHA") and Title I of the Americans with Disabilities Act ("ADA"), to enable them to perform essential job functions;
2. Employees with conditions related to pregnancy, childbirth, or a related medical condition, if she so requests, and with the advice of her health care provider;
3. Employee victims of domestic violence, sexual assault, or stalking to promote the safety of the employee victim while at work; and
4. Employees who request reasonable accommodation to address a conflict between religious belief or observance and any employment requirement (see Section 5(C).)

B. Procedure.

1. *Request for Accommodation.* An employee who desires a reasonable accommodation in order to perform essential job functions should make such a request in writing to the Human Resources Department. The request should identify:
a) the job-related functions at issue; and b) the desired accommodation(s).
2. Documentation or Certification Indicating Need for Reasonable Accommodation.
 - a. **Disability.** If the disability or the need for reasonable accommodation is not obvious, the Authority may require the individual to provide reasonable medical documentation confirming the existence of the disability and the need for reasonable accommodation, along with the name and credentials of the individual's health care provider. If the individual provides insufficient documentation, the Authority will: 1) explain the insufficiency; 2) allow the employee or applicant to supplement the documentation; and 3) pursue the interactive process only to the extent that the request for reasonable accommodation is supported by the medical documentation provided.
 - b. **Pregnancy or Related Condition.** If a pregnant employee, or an employee with a pregnancy-related condition, requests a reasonable accommodation or transfer due to pregnancy, the Authority will provide the employee with notice of the need for a medical certification within two business days after the employee's request for accommodation. A medical certification confirming the need for a reasonable accommodation, including transfer, is sufficient if it contains: a description of the requested accommodation or transfer; a statement describing the medical advisability of the accommodation or transfer due to pregnancy; and the date that the need for the accommodation or transfer will become necessary and the estimated duration of the accommodation or transfer.
 - c. **Victim Status.** An employee who is a victim of domestic violence, sexual assault, or stalking and who requests an accommodation to provide for his or her safety while at work must provide both of the following:
 - i. a written statement signed by the employee or an individual acting on the employee's behalf, to certify that the accommodation is to address victim-safety concerns while at work; and
 - ii. a certification demonstrating the employee's status as a victim of domestic violence, sexual assault, or stalking, which can be in the form of: a police report indicating the employee's victim status; a court order separating the perpetrator from the employee or that the employee has appeared in court for that purpose; or documentation from a medical professional or counselor that the employee is undergoing treatment for physical or mental injuries or abuse resulting from an act of domestic violence, sexual assault, or stalking.
3. *Fitness for Duty Examination.* The Authority may require an employee to undergo a fitness for duty examination when there is significant evidence that:
 - a. the employee's ability to perform one or more essential functions of his or her job has declined; or

- b. could cause a reasonable person to question whether an employee is still capable of performing one or more of his or her essential job duties, or is still capable of performing those duties in a manner that does not harm him or herself or others.

The purpose of the examination is to determine whether the employee has a disability and is able to perform the essential functions of the job with or without reasonable accommodation, and it will be conducted at the Authority's expense. The Authority may also require that an Authority approved physician conduct the examination.

- 4. *Interactive Process Discussion.* The Authority will initiate the interactive process when:

- a. an applicant or employee with a known physical or mental disability or medical condition requests reasonable accommodation(s); or
- b. the Authority otherwise becomes aware of the need for an accommodation through a third party (e.g. a doctor's note requesting an accommodation), or by observation of the employee's work; or
- c. the Authority becomes aware of the possible need for an accommodation because the employee with a disability has exhausted workers' compensation leave, Family and Medical Act leave, or other leave rights, but the employee and/or the employee's health care provider indicate that further accommodation is still necessary for recuperative leave or other accommodation; or
- d. an employee disabled by pregnancy, childbirth or related medical conditions requests a reasonable accommodation or transfer based on the advice of her health care provider; or
- e. an employee with a physical or mental disability, regardless of cause, fails to return to work following pregnancy disability leave; or
- f. an employee-victim of domestic violence, sexual assault, or stalking requests a reasonable accommodation(s) for his or her safety at work.

After the occurrence of any of the above-stated circumstances that trigger the need to conduct an interactive process meeting, the Authority will promptly arrange for a discussion(s), in person or via telephone conference call, with the applicant or employee, and his or her representative(s), if any. The purpose of the discussion(s) is to work in good faith to fully consider all feasible potential reasonable accommodations. The Authority will document these communications in writing.

- 5. *Case-by-Case Determination.* Based on the particular facts of each case, the Authority will determine, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of accommodation(s) to provide. The Authority will not provide accommodation(s) that would pose an undue hardship upon Authority finances or operations, or that would endanger the health or safety of the employee or others. The Authority will inform the employee of its decision as to reasonable accommodation(s) in writing.

C. Accommodations for Sincerely Held Religious Beliefs and Observances

- 1. *Request for Accommodation.* The Authority also provides employment-related reasonable accommodations to individuals based upon religious belief within the meaning of the California Fair Employment and Housing Act, unless doing so would cause an undue burden on the Authority.

Any person who desires such a reasonable accommodation should make such a request in writing to the Human Resources Department. The request should identify the desired accommodation(s). Upon a request for a religious accommodation, if the Authority has an objective basis for questioning either the religious nature or sincerity of a particular belief or practice, the Authority may seek additional information.

2. *Case-by-Case Determination.* Based on the particular facts of each case, the Authority determines, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of accommodation(s) to provide. The Authority will consider the preference of the employee or applicant, but has the right to select and implement any accommodation that it deems effective. The Authority will inform the employee of its decision as to reasonable accommodation(s) in writing.

D. Service and Support Animals

1. The Authority permits employees, volunteers and interns to bring a service or support animal ("assistive animal") into the workplace where necessary as a reasonable accommodation under FEHA and the ADA.
2. Definitions.
 - a. **Assistive Animal.** An assistive animal means an animal that is necessary as a reasonable accommodation for a person with a disability. An assistive animal includes, but is not limited to guide dogs, signal animals, service animals, and support animals.
 - b. **Service Animal.** A service animal is defined as a dog or other animal individually trained to the requirements of the individual with a disability, including, but not limited to, minimal protection work, rescue work, pulling a wheelchair, or fetching dropped items. The work or tasks performed by a service animal must be directly related to the employee, intern or volunteer's disability.
 - c. **Support Animal.** A support animal is defined as a dog or other animal that provides emotional, cognitive or other similar support to a person with a disability, including, but not limited to, traumatic brain injuries or mental disabilities, such as major depression.
3. *Requests for Accommodation.* An employee, volunteer or intern ("individual") requesting as a reasonable accommodation the use of an assistive animal must comply with Subsection B, above. The Authority may require the individual to provide certification from his or her healthcare provider stating that he or she has a disability (diagnosis not to be provided) and explaining why the assistive animal is necessary as an accommodation to enable the individual to perform the essential functions of his or her job. The individual must also confirm that the assistive animal meets the minimum requirements set forth in Paragraph 4 below. Whether an assistive animal constitutes a reasonable accommodation shall be determined on a case-by-case basis.
4. *Approved Assistive Animals.* Approved assistive animals must: (1) be free from offensive odors and display habits appropriate to the work environment, for example, the elimination of urine and feces; (2) not engage in behavior that endangers the health or safety of the individual or others in the workplace; and (3) if the assistive animal is a service animal, be trained to provide assistance for the individual's disability. Such assistance may include, but is not limited to, assisting

individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, pulling a wheelchair, and assisting an individual during a seizure. Additionally:

- a. All assistive animals must be immunized against rabies and other diseases common to that type of animal and must otherwise be in good health. All vaccinations must be current. All assistive animals must wear a rabies vaccination tag to the extent required by law.
 - b. All animals must be registered and licensed as required per California law.
 - c. All assistive animals must at all times wear an identification tag, which includes the name and phone number of the owner or disabled individual (the “handler”).
 - d. All assistive animals must be under the full control of the handler at all times. The care and supervision of the animal is the sole responsibility of the handler. The handler must not permit co-workers or other persons to maintain or supervise the animal and may not leave the animal unattended for any length of time. Dogs may also not bark repeatedly unless required to do so as a part of the task being performed.
 - e. All assistive animals must be housebroken.
5. *Removal.* Reasonable behavior is expected from assistive animals while on Authority property. An assistive animal may be removed from an Authority facility temporarily or excluded from the facility permanently if the assistive animal is disruptive, aggressive, or otherwise out of control, in poor health, or habitually unclean.

SECTION 6. POLICY AGAINST WORKPLACE DISCRIMINATION, HARASSMENT AND RETALIATION

This section applies to all Authority applicants, employees regardless of rank or title, elected or appointed officials, interns, volunteers, and contractors (hereinafter referred to as “covered individuals”). For purposes of this Policy, “intern” is defined to include both paid and unpaid interns.

A. Purpose.

To establish a strong commitment to prohibit and prevent discrimination, harassment, and retaliation in employment; to define those terms; and to set forth a procedure for investigating and resolving internal complaints. The Authority encourages all individuals to report – as soon as possible – any conduct that is believed to violate this policy.

B. Policy.

1. The Authority has zero tolerance for any conduct that violates this policy. Conduct need not arise to the level of a violation of law in order to violate this policy. Instead a single act can violate this policy and provide grounds for discipline, up to and including dismissal, or other appropriate sanctions. If you are in doubt as to whether or not any particular conduct may violate this Policy, do not engage in the conduct, and seek guidance from a supervisor or the Human Resources Manager.

2. Harassment or discrimination against a covered individual by a supervisor, management employee, co-worker, volunteer, intern or contractor on the basis of race, color, religion or religious creed, sex, gender, gender identity (including transgender and transsexual), gender expression, national origin, ancestry, citizenship status, age, marital status, physical or mental disability, medical condition, genetic information, sexual orientation, military or veteran status or any other basis protected by law will not be tolerated.
3. This policy applies to all terms and conditions of employment including, but not limited to, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation and training.
4. Disciplinary action or other appropriate sanction up to and including dismissal will be instituted for prohibited behavior as defined below.
5. Any retaliation against a person or the family member of a person for filing a complaint, participating in the complaint resolution process, or engaging in any other protected activity is prohibited. Discrimination or retaliation against an individual for requesting a reasonable accommodation for a disability or religious belief, regardless of whether the accommodation was granted, is likewise prohibited. Individuals found to be retaliating in violation of this policy will be subject to appropriate sanction or disciplinary action up to and including termination.

C. Definitions.

1. *Protected Classifications.* This policy prohibits harassment, discrimination, or retaliation because of an individual's protected classification. "Protected classification" includes race, color, religion or religious creed, sex, gender, gender identity (including transgender and transsexual) , gender expression, national origin, ancestry, citizenship status, age (40 and over), marital status, physical or mental disability, medical condition, genetic information, military and veteran status, sexual orientation, and any other basis protected by law.
 - a. "Gender expression" means a person's gender-related appearance or behavior, whether or not stereotypically associated with the person's sex at birth.
 - b. "Gender identity" means a person's identification as male, female, a gender different from the person's sex at birth, or transgender. "Transgender" is a general term that refers to a person whose gender identity differs from the person's sex at birth.
 - c. "Sex" includes but is not limited to pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth or breastfeeding; gender identity; and gender expression. A transgender employee is protected against harassment, discrimination and retaliation for purposes of pregnancy, childbirth, breastfeeding and their related conditions.
2. *Policy Coverage.* This policy prohibits covered individuals from harassing, discriminating, or retaliating against covered individuals because:
 - a. Of an individual protected classification,
 - b. Of the perception that an individual has a protected classification, or
 - c. The individual associates with a person who has or is perceived to have a protected classification.

3. *Discrimination.* This policy prohibits treating 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 herein.
4. *Harassment.* Harassment includes, but is not limited to, the following types of behavior that is taken because of a person's actual or perceived protected classification:
 - a. **Speech**, such as epithets (e.g. nicknames and slang terms), derogatory or suggestive comments, propositioning, jokes or slurs, including graphic verbal commentaries about an individual's body or that identify a person on the basis of his or her protected classification. This may also include comments about appearance and/or stories that tend to disparage those of a protected classification.
 - b. **Visual forms of harassment**, such as derogatory posters, notices, bulletins, cartoons, drawings, sexually suggestive objects, or e-mails related to a protected classification. Visual harassment includes mimicking the way someone walks or talks because of their protected classification.
 - c. **Physical acts**, such as assault, offensive touching, impeding or blocking movement, pinching, grabbing, patting, leering, making express or implied job-related threats or promises in return for submission to physical acts, or any physical interference with normal work or movement.
 - d. **Unwanted 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.
 - e. **Sexual harassment**, may take the form of "quid pro quo" harassment or create a "hostile work environment."
 - i. "Quid pro quo" sexual harassment is characterized by explicit or implicit conditioning of a job or promotion on an applicant or employee's submission to sexual advances or other conduct based on sex.
 - ii. "Hostile work environment" sexual harassment occurs when unwelcome comments or conducted based on sex unreasonably interferes with the employee's work performance or creates an intimidating, hostile or offense work environment. Sexual harassment may occur even when the harassing conduct is not motivated by sexual desire.
5. *Guidelines for Identifying Harassment.* To help clarify what constitutes harassment in violation of this Policy, use the following guidelines:
 - a. Harassment includes any conduct which would be "unwelcome" to an individual of the recipient's same protected classification and which is taken because of the recipient's protected classification.
 - b. It is no defense that the recipient appears to have voluntarily "consented" to the conduct at issue. A recipient may not protest for many legitimate reasons, including the need to avoid being insubordinate or to avoid being ostracized.

- c. Simply because no one has complained about a joke, gesture, picture, physical contact, or comment does not mean that the conduct is welcomed. Harassment can evolve over time. Small, isolated incidents might be tolerated up to a point. The fact that no one is complaining now does not preclude anyone from complaining if the conduct is repeated in the future.
 - d. Even visual, verbal, or physical conduct between two employees who appear to welcome the conduct can constitute harassment of a third individual who observes the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not explicitly or specifically directed at an individual.
 - e. Conduct can constitute harassment in violation of this Policy even if the individual engaging in the conduct 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 of the recipient's same protected classification would find it offensive (e.g., gifts, over attention, endearing nicknames).
6. *Protected Activity.* A "protected activity" includes, but is not limited to any of the following:
- a. Filing a complaint with a federal or state enforcement or administrative agency;
 - b. Participating in or cooperating with a federal or state enforcement agency that is conducting an investigation of the Authority regarding alleged unlawful activity;
 - c. Testifying as a party, witness, or accused regarding alleged unlawful activity;
 - d. Associating with another employee who is engaged in any of the protected activities enumerated here;
 - e. Making or filing an internal complaint with the Authority regarding alleged unlawful activity or violation of this Policy;
 - f. Opposing violations of this Policy;
 - g. Participating in an investigation under this Policy;
 - h. Providing informal notice to the Authority regarding alleged unlawful activity or violations of this Policy; Calling a governmental agency's "Whistleblower hotline;"
 - i. Filing a written complaint under penalty of perjury that the Authority has engaged in "gross mismanagement, a significant waste of public funds, or a substantial and specific danger to public health or safety;"
 - j. Making a request for an accommodation for a disability; or
 - k. Making a request for accommodation for religious beliefs.
7. *Romantic and Sexual Relationships Between Supervisors and Subordinates.* Romantic or sexual relationships between supervisors and subordinate employees are discouraged. There is an inherent imbalance of power and potential for exploitation in such relationships. The relationship may create an appearance of impropriety and lead to charges of favoritism by other employees. A welcomed sexual relationship may change, with the result that sexual conduct that was once welcome becomes unwelcomed and harassing.

8. *Retaliation.* Any adverse conduct taken against a covered individual because of the individual's protected activity as defined in this Policy, or because an individual's family member has engaged in a protected activity. Retaliation of any kind is strictly prohibited. Any act of reprisal violates this Policy and will result in appropriate disciplinary action, up to and including termination.

Examples of actions that might be retaliation against a complainant, witness or other participant in the complaint process includes:

- a. Singling a person out for harsher treatment;
- b. Lowering a performance evaluation;
- c. Failing to hire, failing to promote, withholding pay increases, assigning more onerous work, abolishing a position, demotion or discharge; or
- d. Real or implied threats of intimidation to prevent an individual from reporting alleged wrongdoing, harassment, or discrimination. Any act of retaliation will be treated as a separate and distinct incident, regardless of the outcome of the harassment or discrimination complaint.

SECTION 7. COMPLAINT PROCEDURE FOR DISCRIMINATION, HARASSMENT AND RETALIATION

This section applies to all Authority applicants, employees regardless of rank or title, elected or appointed officials, interns, volunteers, and contractors (hereinafter referred to as "covered individuals").

The following complaint procedure is established for the investigation and resolution of unlawful harassment, discrimination and/or retaliation at the workplace. This procedure will be used in place of the Grievance Procedure established in Rule II, Section 8 herein to investigate and resolve such complaints.

An individual who utilizes the following complaint procedure may not simultaneously or subsequently use the Grievance Procedure established in Rule II, Section 8 herein relative to the same reported instance or instances.

A. Complaint Procedure.

A covered individual who feels he or she has been subjected to harassment, discrimination, or retaliation in violation of this Policy should report the conduct immediately as outlined below so that the complaint can be resolved quickly and fairly. All employees involved in the complaint process may be represented by a person of their choosing and at their own expense. A covered individual may make a complaint verbally or in writing to any of the following individuals:

- Immediate Supervisor;
- Any supervisor or manager within or outside of the department;
- Chief Operations Officer; or
- Human Resources Manager.

There is no need to follow the chain of command. Any supervisor or manager who receives a complaint should notify the Human Resources Manager immediately. In addition to making a complaint, an individual can also:

1. *Object to the Conduct.* Sometimes an individual is unaware that his/her conduct is offensive. The offensive behavior may be eliminated by simply informing the offender that the conduct or language in question is unwelcome and offensive and request that it be discontinued immediately. A person who believes he/she is being harassed is encouraged, but not required, to use this process. If the conduct in question continues after the offending person has been informed it is offensive, or if a person does not feel comfortable talking to the offending person directly, the employee should make a report in accordance with Subsection *b* and *c* below or go directly to the formal reporting process.
2. *Option to Report to Outside Administrative Agencies.* Covered individuals have 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).

B. Investigation of Complaint.

Upon receipt of a complaint of alleged harassment, discrimination or retaliation, the Human Resources Manager will be responsible for coordinating a thorough investigation (unless he/she is named in the complaint). The Human Resources Manager may coordinate the investigation with the complainant's department head and/or Director of MHSA and Ethnic Services and may hire an outside investigator if the Authority deems it appropriate. The type of investigation undertaken, and the party chosen to conduct the investigation will depend on the nature of the complaint made and will be determined by the Human Resources Manager. The Human Resources Manager will report the status of investigations to the Executive Director as appropriate. The Human Resources Manager, in concurrence with the Chief Operations Officer and Executive Director, may take interim action to diffuse volatile circumstances.

The investigator will review the complaint allegations in an objective manner and to the extent that the Authority deems necessary. The investigation will normally include interviews with the reporting individual, the accused, and any other person who is believed to have relevant knowledge concerning the allegations. The investigator will remind all witnesses to maintain the confidentiality of the interview and that retaliation against those who report alleged harassment or who participate in the investigation is prohibited.

The Authority takes a proactive approach to potential Policy violations and will conduct an investigation if its officers, supervisors, or managers become aware that harassment, discrimination or retaliation may be occurring, regardless of whether or not the recipient of the alleged action or a third party reports a potential violation.

C. Remedial and Disciplinary Action.

If the investigation determines that the alleged conduct occurred and that the conduct violated this Policy, the Authority will notify the complainant and perpetrator of the general conclusion(s) of the investigation and take effective remedial action that is designed to end the violation(s). If discipline is imposed, the level of discipline will not be communicated to the complainant.

Any employee or officer determined to have violated this Policy will be subject to disciplinary action, up to and including termination. Disciplinary action may also be taken against any supervisor or manager who condones or ignores potential violations of this Policy, or who otherwise fails to take appropriate action to enforce this Policy. Any official or contractor found to have violated this Policy will be subject to appropriate sanctions.

D. Final Recommendations.

The Human Resources Manager and Chief Operations Officer, in conjunction with legal counsel, and the Director of MHSA and Ethnic Services, may advise Department Head on recommended course of action in regards to the findings of the investigation of complaints regarding protected classifications.

E. Closure.

At the conclusion of the investigation, the Human Resources Manager will notify the complainant in general terms of the outcome of the investigation.

F. Confidentiality.

Every possible effort will be made to assure the confidentiality of complaints made under this policy. Complete confidentiality cannot be assured, however, due to the need to fully investigate and the duty to take effective remedial action. As a result, confidentiality will be maintained to the greatest extent allowed by law. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a supervisor or Human Resources or designee. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate sanction. The employer 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.

G. Responsibilities.

1. Managers and Supervisors are responsible for:
 - a. Informing employees of this policy.
 - b. Modeling appropriate behavior.
 - c. Taking all steps necessary to prevent harassment, discrimination or retaliation from occurring.
 - d. Receiving complaints in a fair and serious manner and documenting steps taken to resolve complaints.
 - e. Monitoring the work environment and taking immediate appropriate action to stop potential violations, such as removing inappropriate pictures or correcting inappropriate language.
 - f. Following up with those who have complained to ensure that the behavior has stopped and that there are no reprisals.
 - g. Informing those who complain of harassment or discrimination of his or her option to contact the EEOC or DFEH regarding alleged policy violations.

- h. Assisting, advising, or consulting with employees and Human Resources regarding this Policy and Complaint Procedure.
 - i. Assisting in the investigation of complaints involving employee(s) in their departments and, if the complaint is substantiated, recommending appropriate corrective or disciplinary action in accordance with these Rules and Policies, up to and including discharge.
 - j. Implementing appropriate disciplinary and remedial actions.
 - k. Reporting potential violations of this policy of which he or she becomes aware to the Human Resources Department and/or designee and department head, regardless of whether a complaint has been submitted.
 - l. Participating in periodic training and scheduling employees for training.
- 2. Each employee, intern, volunteer, or contractor is responsible for:
 - a. Treating all individuals in the workplace or on worksites with respect and consideration.
 - b. Modeling appropriate behavior.
 - c. Participating in periodic training.
 - d. Fully cooperating with the Authority's investigations by responding fully and truthfully to all questions posed during the investigation.
 - e. Maintaining confidentiality of any investigation that the employer conducts by not disclosing the substance of any investigatory interview, except as directed by Human Resources.
 - f. 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 supervisor, or department head, or Human Resources.

H. Mandatory Training.

As part of its commitment to ensuring a work environment free from harassment and discrimination, the Authority requires that all of its employees receive training on this Policy at least once every two years or more frequently as determined by Human Resources. Human Resources will schedule training sessions each year to ensure that employees are able to complete the mandatory training. Attendance at the training will be documented.

Any questions, concerns or comments related to this complaint procedure should be directed to the Human Resources Manager or the Chief Operations Officer.

SECTION 8. GRIEVANCE PROCEDURE

This section applies to all full-time, regular employees of the Authority with the exception of at-will employees.

A. Policy.

The goal of this grievance procedure is to make every reasonable effort to resolve applicable complaints as near as possible to the point of origin.

B. Eligibility to File a Grievance.

A grievant is a regular employee who is personally affected by an act or omission that occurred no more than 14 calendar days prior to the filing of the grievance, provided that the act or omission comes within the definition of "grievance" as described herein.

C. Definition of "Grievance."

Subject to the exclusions listed in this Policy, a grievance is defined as any dispute that:

1. Is job-related,
2. Is wholly or partially within the province of the Authority to rectify or remedy,
3. Concerns terms and conditions of employment,
4. Involves the interpretation, application, or alleged violation of these Policies, and
5. Is not subject to any other Authority dispute resolution process or procedure that is provided by statute, ordinance, resolution or agreement.

D. Exclusions from the Grievance Procedure.

The following matters are excluded from the definition of "grievance."

1. Requests for changes in wages, hours, or working conditions, including any impasse or dispute in the meet and confer process or matter within the scope of representation;
2. Requests for changes in the content of employee evaluations or performance reviews, oral or written warnings, reprimands or counseling memos;
3. Challenges to a decision to reclassify, layoff, transfer, deny reinstatement, or deny a step or merit increase;
4. Challenges to any disciplinary action; and
5. Challenges to examinations or the appointment to positions.

E. Grievance Procedure.

The grievance procedure has the following four steps:

1. *Step 1: Informal Discussion.*

Within 14 calendar days of the occurrence of the act(s) that constitute the grievance, an employee shall discuss the grievance with his/her immediate supervisor, who will investigate and/or attempt to resolve the matter. The supervisor will give the employee an oral reply within ten (10) calendar days after the discussion. If the employee is not satisfied with the reply or receives no timely reply, he or she may proceed to Step 2.

2. *Step 2: Formal Discussion.*

- a. Any grievance not resolved at Step 1 may be submitted in writing to the immediate supervisor no later than ten (10) calendar days after the date of the supervisor's oral reply.

If the employee does not receive a timely reply from his or her supervisor, he or she may submit a written grievance to the immediate supervisor no later than ten (10) calendar days after the expiration of the supervisor's time to reply in Step 1.

The written grievance must include all of the following:

- (1) A description of all facts regarding how the alleged violation occurred and how the grievant is/was adversely affected by the alleged violation; misinterpretation, or misapplication;
 - (2) Identify the specific provision of these Rules and Regulations that was allegedly violated, misinterpreted, or misapplied;
 - (3) The date or dates on which the violation, misinterpretation, or misapplication allegedly occurred;
 - (4) The documents, witnesses or other evidence that support the grievance;
 - (5) The desired solution or remedy;
 - (6) The signature and identification of the grievant; and
 - (7) The person, if any, the grievant has chosen to be his or her representative.
- b. No grievance will be accepted for processing until all of the information listed above is provided. Within ten (10) calendar days after the grievant provides all of the information listed above, the immediate supervisor may, in his or her discretion, schedule a meeting with the grievant for the parties to work at resolving the grievance. The immediate supervisor shall give the grievant a written reply within ten (10) calendar days after receipt of the written grievance, or the meeting, whichever occurs later, and will file a copy in the grievance file. If the grievant is not satisfied with the response, or receives no timely response, he/she may proceed to Step 3.

3. *Step 3: Department Director.*

Any grievance not resolved at Step 2 may be submitted in writing to the department director (e.g. Director of Clinical Program Services, Chief Operations Officer, Chief Financial Officer, Chief Compliance Officer, Director of MHSA and Ethnic Services, Medical Director) no later than ten (10) calendar days after the date of the immediate supervisor's written reply. If the employee does not receive a timely reply from his or her supervisor in Step 2, he or she may submit a written grievance to the department director no later than ten (10) calendar days after the expiration of the supervisor's time to reply in Step 2.

The grievant shall provide the department director with copies of the Step 2 response. Within ten (10) calendar days thereafter, the department director may, in his or her discretion, schedule a meeting with the grievant for the purpose of giving the parties the opportunity to resolve the grievance.

The department director will give the grievant a written reply within 14 calendar days after receipt of the written grievance, or the meeting, whichever occurs later, and will file a copy in the grievance file. If the grievant is not satisfied with the response or receives no timely response, he/she may proceed to Step 4.

4. *Step 4: Executive Director or Executive Designee*

The Executive Director may delegate non-involved executive level directors, department directors or other management-level employees to act on his or her behalf in this process.

Any grievance not resolved at Step 3 may be submitted in writing to the Executive Director or Designee no later than 10 days after the date of the department director's written reply. If the employee does not receive a timely reply from the department director in Step 3, he or she may submit a written grievance to the Executive Director or Designee no later than 10 calendar days after the expiration of the department director's time to reply in Step 3.

The grievant shall provide the Executive Director or Designee with copies of the Step 2 and 3 responses. Within ten (10) calendar days thereafter, the Executive Director or Designee may, at his or her discretion, schedule a meeting with the grievant to discuss the matter. After consideration of the facts and an investigation, if the Executive Director or Designee deems necessary, he or she will give his or her written decision to the grievant.

5. *Executive Director's Decision on Grievance.*

If the Executive Director delegates a management-level employee to act on his or her behalf during Step 4 of the grievance process, the Executive Designee will render an advisory recommendation to the Executive Director.

The Executive Director's decision will be final and binding. The Executive Director's decision will be limited as follows:

- a. The decision shall neither add to, detract from, nor modify the language of these Personnel Rules and Regulations.
- b. The decision shall be confined to the precise issue(s) the grievance has raised and that the grievant has submitted.
- c. Any monetary award in favor of the grievant may not exceed wages or benefits that the grievant has actually lost as a result of the matters alleged in the grievance. In no event shall any grievance award include any compensatory damages or attorneys' fees.

F. Settlement of Grievance.

Any grievance will be deemed settled when it is not appealed to the next step within the specified time limit, unless an extension of time to a definite date has been mutually agreed upon in writing. Any grievance that the grievant fails to timely move to the next step shall be deemed resolved on the basis of the last disposition.

G. Representation.

An employee may have a representative of his or her choice present at all stages of the grievance procedure, except that no one may be represented by an employee he or she supervises, and no employee may be represented by his or her supervisor or department director. If the employee's representative is a fellow employee, that employee will receive time off from his or her work assignment for the time of the grievance meeting or hearing plus reasonable travel time. Forty-eight hours prior to the grievance meeting, the employee shall inform the immediate supervisor, department director, Executive Director or Designee whether he or she shall be represented at the grievance meeting and shall identify the representative.

H. No Retaliation.

An employee shall not be penalized for using this procedure. However, the employee shall not be provided immunity from disciplinary action during the grievance process.

I. Withdrawal.

A grievant may withdraw any grievance at any time, without prejudice, by giving written notice to the Authority representative who last took action on the grievance, and by providing a copy of the notice to the Human Resources Department.

J. Resubmission.

Upon consent of the person hearing the grievance and the grievant, a grievance may be resubmitted to a lower step in the grievance procedure for reconsideration.

K. Miscellaneous.

If an employee is given an order that he or she wishes to grieve, the employee must first comply with the order and file a grievance later, unless the employee reasonably believes that the assignment endangers the health or safety of the employee or others or if the employee reasonably believes that the requested assignment violates the employee's constitutional rights or requires the employee to violate federal or state law.

SECTION 9. DRUG FREE WORKPLACE/TESTING POLICY

This section applies to all Authority employees.

A. Policy.

1. The manufacture, distribution, dispensation, possession, or use of alcohol, any controlled substance, narcotic, or prescription drug that has not been lawfully prescribed to the employee is prohibited in both Authority workplaces and wherever Authority business is performed.
2. An Authority employee is prohibited from working or being subject to call in if impaired by alcohol, any controlled substance, narcotic, or prescription drug whether or not lawfully prescribed.

3. An employee must notify his/her supervisor before beginning work when taking medications or drugs, including but not limited to prescription drugs, over the counter medications, or illegal drugs or narcotics, which could interfere with the safe and effective performance of duties or operation of the Authority equipment. If there is a question regarding an employee's ability to perform assigned duties safely and effectively while using prescribed medications, the Authority may require medical clearance.
4. Compliance with this policy is a condition of the Authority employment. Disciplinary action will be taken against those who violate this policy.

B. Scope of Policy.

This policy applies to all Authority employees when they are on the Authority property or when performing the Authority-related business elsewhere.

C. Searches.

In order to promote a safe, productive and efficient workplace, the Authority has the right to search and inspect all Authority property, including but not limited to lockers, storage areas, furniture, Authority vehicles, and other places under the common control of the Authority, or joint control of the Authority, and employees. No employee has any expectation of privacy in any Authority building, property, or communications system.

D. Drug and Alcohol Testing.

The Authority has discretion to test a current employee for alcohol or drugs in the following instances:

1. *Reasonable Suspicion Testing.* The Authority may require a blood test, urinalyses, or other drug and/or alcohol screening of those persons reasonable suspected of using or being under the influence of a drug or alcohol at work. Testing must be approved by the Human Resources Supervisor or Manager, the department director, or a designee.

"Reasonable suspicion" is based on objective factors, such as behavior, speech, body odor, appearance, or other evidence of recent drug or alcohol use which would lead a reasonable person to believe that the employee is under the influence of drugs or alcohol. (Refer to Alcohol and Drug Abuse Policy, attached to these Personnel Rules as *Exhibit A* for further indicators.) The supervisor/Manager may not rely solely on long-term signs such as absenteeism.

In order to receive authority to test, the supervisor must record the factors that support reasonable suspicion and discuss the matter with the Human Resources Supervisor or Manager or department director. If there is a reasonable suspicion of drug or alcohol abuse, the employee will be relieved from duty and placed on sick leave until the test results are received.

2. *Post-Accident Testing and Reporting.* The Authority may require alcohol or drug screening following any work-related accident or violation of safety precautions or standards in which the Authority suspects drugs or alcohol may have played a role in the accident or violation.

The suspicion of the involvement of drugs or alcohol in the accident or violation will constitute reasonable suspicion. This includes individuals who drive agency vehicles or conduct agency business while driving their personal vehicles. For employees subject to the Federal Motor Carrier Safety Regulations, such testing is mandatory for any accident that results in a fatality; anytime a driver is involved in an accident that results in anyone receiving medical treatment away from the scene of the accident, and/or any accident in which the driver receives a citation from law enforcement officials.

Employees involved in workplace accidents, illnesses, or injuries must report the incident to a supervisor as soon as practicable after the employee has realized that he or she has suffered a recordable work-related accident, injury, or illness. Employees may initially make reports verbally, whether by phone or in person, but employees reporting workplace accidents, illnesses, or injuries should provide a written report of the incident as soon as practicable. Nothing in this Policy is intended to deter or discourage employees from accurately reporting a workplace injury or illness and employees shall not be subject to retaliation for making a reasonable report about a workplace accident, illness, or injury.

3. *Pre-Employment Drug Testing.* Individuals seeking employment for “special need” positions, including safety-sensitive positions and positions that involve the direct influence over children, shall be required to pass a pre-employment drug test as a condition of employment.

E. Employee’s Responsibilities.

An Authority employee must:

1. Not report to work or be on standby or on-call status while impaired by alcohol, any controlled substance, narcotic, or prescription drug whether or not lawfully prescribed.;
2. Not possess or use controlled substances, narcotics, or prescription drugs that have not been lawfully prescribed to the employee at any time, or use alcohol at any time while on the Authority property or while on duty for the Authority at any location;
3. Not directly or through a third party manufacture, sell, distribute, dispense, or provide alcohol or controlled substances, narcotics, or prescription drugs to any person, including any employee, at any time while on the Authority property or while on duty for the Authority at any location; unless authorized and licensed to do so as an essential function of their job duties (ie, Psychiatric Technician, Psychiatrist)
4. Notify his or her supervisor, before beginning work, when taking any medications, narcotics, or drugs, prescription or nonprescription, which may interfere with the safe and effective performance of duties or operation of Authority equipment;
5. Notify the department director of any criminal conviction for a drug violation that occurred in the workplace within no more than five days after such conviction;
6. Notify the supervisor immediately of facts or reasonable suspicions when he or she observes behavior or other evidence that a fellow employee poses a risk to the health and safety of the employee or others; and

7. Consent to drug or alcohol testing and searches.

F. Management Employee Responsibilities.

The Authority management employees must:

1. Notify the state or federal granting agency which has funded the work or program, if any, within ten (10) days after receiving notice of any criminal drug statute convictions for a violation that occurred at a site where work is/was being done with a specific grant or contract;
2. Record factors supporting “reasonable suspicion” as defined above and consult with other management staff in order to determine whether there is reasonable suspicion to test an employee as described by this policy;
3. Take appropriate disciplinary action within thirty (30) days of receiving notice of any criminal drug statute conviction that occurred in an Authority workplace, up to and including dismissal, or require that the convicted employee participate satisfactorily in a drug abuse assistance or rehabilitation program as a condition for returning to duty; and
4. Take appropriate disciplinary action for any violation of this policy.

G. Employee Assistance Programs.

The Authority encourages employees to seek treatment voluntarily for alcohol or drug abuse and to utilize available employee assistance programs or medical insurance providers. Any employee who comes forth and notifies the Authority of alcohol or drug abuse problems will be given the assistance extended to employees with any other illness. In such cases, sick leave, or leave of absence without pay may be granted for treatment and rehabilitation as in other illnesses. Employees may be referred to or encouraged to participate in employee assistance programs and such participation may be a mandated alternative to disciplinary action. Participation in an employee assistance program, however, shall not be an automatic exemption of employees from disciplinary action resulting from inadequate job performance.

H. Tobacco Use.

Tri-City Mental Health Authority Facilities shall be smoke free. Employees and/or visitors to the Authority shall be directed to refrain from smoking within the premises and in other areas designated as “non-smoking” by the Authority. The Authority reserves the right to limit staff smoking on designated times and to designated areas. It is the policy of The Authority that smoking employees will not be granted or allowed to use additional break time or time away from their work station for smoking purposes (in addition to *any* regularly scheduled break time allowed for other employees). Further, to avoid staff modeling of potentially adverse health habits to clients, staff shall not be permitted to smoke when interacting with clients or to take smoke breaks with clients of The Authority. E-cigarettes are considered smoking materials and are also subject to this section.

1. *Medical and Recreational Marijuana* – Although medical and recreational marijuana use is legal under California State law, it is still currently illegal under Federal law. Tri-City, as an employer, complies with Federal law and reserves the right to enforce a drug and alcohol free workplace with regard to employees and applicants, in accordance with the law. Tri-City employees are required to refrain from drug and alcohol use immediately prior to and during performance of work-related duties, activities or functions.

Accordingly, medical use of marijuana that may be legal under the State Compassionate Use Act or non-medical recreational use that may be legal under Prop 64 does not constitute an acceptable explanation or excuse for a positive drug test under this Policy, and does not hinder or affect the Authority's ability to fail to refuse to hire such applicant as a result of the positive drug test. In such instances, the Medical Review Officer (MRO) will automatically verify such tests as "positive", and the candidate will be disqualified from further consideration.

I. Drug-Free Awareness Program.

The following is The Authority's drug-free awareness program:

2. Distribution of a brochure on the dangers of drug abuse to each Authority employee and volunteer; and
3. Notification to each Authority employee and volunteer of the availability of counseling and treatment of drug-related problems through the Authority's Employee Assistance Program provider.

SECTION 10. HOURS OF WORK

A. Normal Work Schedule.

Tri-City full-time employees shall be employed for a 40 hour work week minimum. No full-time employee may be scheduled to work less than 40 hours per week without a direct proportionate decrease in compensation unless otherwise authorized by the Executive Director. Any foreseeable absence or deviation from regular working hours desired by an employee shall, in advance, be cleared through the employee's supervisor, and such absences shall be noted on the employee's e-time sheet.

B. Flexible Work Schedule.

Flexible work schedules (i.e., varied specific starting and ending times of work shifts) within the normal workweek of 40 hours per week or the equivalent are not expressly prohibited by these Rules and Regulations. Executive Management may, at its discretion, approve flexible work schedules for employees or groups of employees to accommodate personal issues; however, the operational needs of the Authority and the provision of services shall be the primary issues of consideration in the deliberations of Executive Management.

C. Alternative Work Schedule.

Variations from the traditional five (5) days, eight (8) hours per day work week schedule are not expressly prohibited by these Rules and Regulations. Any alternative work schedules which are variations from the traditional five (5) days, eight (8) hours per day work week for individual employees or groups of employees shall require the approval of Executive

Management after thorough review and resolution of all potential impacts. Request for Modified Workweek Schedule form must be signed and submitted to HR. Employees assigned to an alternative work schedule shall continue to accrue leave time (i.e., sick leave, vacation and holidays) on an hourly basis as provided for in these rules and regulations. If an employee's regular day off ("RDO") falls on a scheduled paid holiday, the employee may take off the workday immediately before or immediately following the holiday; however, it must be in the same pay period so that it's taken within the same 80 hour pay period.

Employees on an alternative work schedule will also continue to have leave time deducted from accumulated hours on an hour-for-hour basis. At the discretion of Executive Management any alternative work schedule may be amended, modified or revoked at any time. Employees assigned to modified duty due to injury or illness or are subject to call-in for jury duty shall be reassigned to the standard five (5) days, eight (8) hours per day work week at the discretion of Executive Management.

D. Holidays on the Alternative Work Schedule.

Additionally, the scheduled paid holiday is an eight (8) hour paid holiday regardless of the agreed upon work schedule, whether it be a traditional or alternative work schedule. It is at the employee's discretion as to how to make up any remaining hour(s) via the use of a leave balance or unpaid hours(s).

E. Meals and Breaks.

Non-exempt employees are required to take a 30 minute meal break after 5 hours of work. Meal breaks must be taken away from the desk or work area. Meal breaks are unpaid and the employee may leave the premises. If an employee works no more than 6 hours in one day, the employee and his/her supervisor may mutually agree to waive the employee's meal break period.

A fifteen (15) minute compensated rest period will be provided for all non-exempt employees for each four (4) hour period of service. The rest periods may not be combined to shorten the workday or to extend the meal period. Break times may not be combined or accumulated.

F. Lactation Breaks

An employee who wishes to express breast milk for her infant child during her scheduled work hours will receive a reasonable amount of additional unpaid time beyond the 15-minute compensated rest period. Those desiring to take a lactation break must notify a supervisor prior to taking such a break. Breaks may be reasonably delayed if they would seriously disrupt operations. Once a lactation break has been approved, the break should not be interrupted except for emergency or exigent circumstances.

The Authority will make reasonable efforts to accommodate employees by providing an appropriate location, that is not in a bathroom, to express milk in private. The Authority will attempt to find a location in close proximity to the employee's work area. Employees occupying such private areas shall either secure the door or otherwise make it clear to others through signage that the area is occupied and should not be disturbed.

All other employees should avoid interrupting an employee during an authorized break under this section, except to announce an emergency or other urgent circumstance. Authorized lactation breaks for employees assigned to the field may be taken at the nearest appropriate private area.

G. Overtime Pay.

Overtime-eligible employees may not work overtime unless prior written approval is obtained from the employee's Supervisor. Working overtime without advance approval is grounds for discipline.

H. On-Call Duty.

On-Call Duty shall be assigned to affected clinical staff by the Director of Clinical Program Services to meet the needs of the Authority either on a voluntary basis, or a mandatory rotating basis at the discretion of the Director of Clinical Program Services. On-call coverage, outside regular business hours, is necessitated by consumer service needs. (Refer to On-Call Pay Policy & Procedure for further details.)

SECTION 11. ATTENDANCE / JOB ABANDONMENT

This section applies to all Authority employees.

A. Attendance.

Employees shall be in attendance at their work in accordance with the Rules and Regulations regarding hours of work, holidays and leaves. Employees shall keep records of attendance activities, which shall be reported to the Chief Financial Officer in the form and on the dates specified. Sick leave shall not be considered as a privilege which an employee may use at his or her discretion, but shall be allowed only in compliance with *Rule VI. Section 2. Sick Leave* in these Rules and Regulations.

B. Employee's Duty to Notify of Late Arrival or Absence.

An employee who is unexpectedly unable to report for work as scheduled due to illness or unforeseen circumstances must, absent extenuating circumstances as determined by the employee's immediate supervisor or department head, notify his or her immediate supervisor or designee directly 30 minutes prior to the beginning of the scheduled work time and report the expected time of arrival or absence or request time off. If the employee's immediate supervisor or designee is not available, the employee must notify the department head or program manager. Calls to reception will not be considered an acceptable form of notification. An employee who fails to provide timely notification as soon as practicable to his/her supervisor of any absence, 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. If an employee who is absent without leave fails to return to duty within 24 hours after due notice to return to duty has been issued, he or she may be subject to discipline up to and including discharge.

C. Job Abandonment.

An employee is deemed to have resigned from his/her position if he or she is absent for three consecutive scheduled work days/shifts without prior authorization and without notification during the period of the absence.

SECTION 12. EMPLOYEE PERFORMANCE EVALUATION

This section applies to all Authority employees, except the Executive Director.

The primary purpose for performance evaluations is to evaluate the work accomplishments and conduct of employees, to inform employees of their evaluations in writing, to establish goals and objectives for measuring job performance and to assist employees in improving overall job performance.

Employees shall be expected to satisfy the minimum standards established for their positions, which may include, but are not limited to, timely e-timesheet submission, productivity, documentation, attendance and punctuality, etc. The Authority reserves the right to withhold pay increases to individuals whose performance does not meet acceptable standards and to differentially reward staff based upon meritorious performance. Reports shall be prepared with a copy to the employee, if requested, and to the Human Resources Department for retention in the employee's employment history/personnel file.

A. Timing of Performance Evaluation Reports.

As provided for in these rules, a performance evaluation of each probationary employee shall be made by respective program managers or their designees as scheduled by the Human Resources Department in the form provided by the Human Resources Department. The employee's performance shall be reviewed at least every three months during the probationary period, and shall be evaluated at the conclusion of the probationary period. After having attained regular employment status the performance review date will change to a fiscal year basis, which may mean an employee will be evaluated for a shorter period of time to reach the fiscal year beginning date of July 1st. Performance Evaluations shall be prepared annually thereafter. All signed Performance Evaluations shall be submitted to HR and placed in the personnel file. A special performance evaluation may be prepared at any time at the discretion of the employee's supervisor to further reflect employee efficiency, character, and conduct.

B. Employee Review/Rebuttal.

The merits or content of a supervisor's report on an employee's work performance is not grievable under the Grievance Procedure established in these Rules and Regulations. Neither does the Disciplinary and Appeals Procedures set forth in these Rules and Regulations apply.

Each performance evaluation report shall be discussed with the employee to point out areas of successful performance and areas that need improvement. If an employee wishes to rebut a performance evaluation report, he/she may take the following actions within ten (10) working days of his/her review of the report:

1. The employee may submit a response in writing to his/her supervisor.
2. If the employee's concerns are not resolved through review by the supervisor, the employee may within ten (10) working days request a review of the performance evaluation report and a written response by the department head.
3. If the employee's concerns are not resolved by review by the department head, the employee may within ten (10) working days request review by the Executive Director.

4. The Executive Director or his/her designee shall review the rebuttal and responses, if any, within ten (10) working days of receipt and issue a final decision.

SECTION 13. EMPLOYEE ACTIVITIES / OUTSIDE EMPLOYMENT

This section applies to all Authority employees.

A. General Considerations.

During the employee's work day, he/she is expected to devote his/her full time to the performance of his/her assigned duties as an Authority employee. An employee in the competitive service shall not engage in any employment, activity, or enterprise which is inconsistent, incompatible, or in conflict with his/her duties, functions, or responsibilities as an Authority employee. Neither shall he/she engage in any outside activity which will directly or indirectly contribute to the lessening of his/her effectiveness as an Authority employee.

No employee shall engage in any type of activity relating to an employee organization which interferes with the safe and efficient operation of Authority business during such time an employee is on duty, except as provided for by these Rules and Regulations, memoranda of understanding, or state or federal law.

B. Determination of Inconsistent Activities.

In making a determination as to the consistency of outside activities, the immediate supervisor shall consider, among other pertinent factors, whether the activity:

1. Involves receipt or acceptance by the employee of any money or other consideration from anyone other than the Authority for the performance of any act which the employee, if not performing such act, would be required or expected to render in the regular course or hours of his/her Authority employment or as part of his/her duties as an Authority employee; or
2. Involves the performance of an act in other than his/her capacity as an Authority employee which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement by such employee or the department by which he/she is employed; or
3. Involves the use of Authority time, facilities, equipment or supplies, or the information, certification, prestige, or influence obtained through Authority employment for private gain or advantage; or
4. Involves the solicitation of future employment with a firm or individual doing business with the Authority over which the employee has some control or influence in his/her official capacity or has a financial interest in an Authority contract which the employee is making on the Authority's behalf in his or her official capacity, at the time of transaction; or
5. Involves the performance of act or work which may interfere with the employee's ability to effectively perform the duties and responsibilities of his/her job, or involves time demands that would render the employee's performance of his or her regular Authority employment less efficient or dangerous to the employee.

6. Requests for approval of outside employment shall be in writing (on the "Outside Employment Request" form located on Summit, the Authority's Intranet website). A copy of the form will be placed in the employee's personnel file and provided to the appropriate Program Manager. The form must include the second employer/ agency's name, location, position title, duties, hours, anticipated start date and such other information as may be required.

The request must be approved prior to commencing any outside employment.

7. An outside employment authorization is valid only up to one year. Should the employee continue the outside employment, activity, or enterprise for a longer duration, he or she must make, and is responsible for making, another request following the process in this Policy.
8. If the immediate supervisor denies an employee's outside employment request, the employee may submit a written notice of appeal to the Executive Director within 10 days after the date of the denial. The decision on appeal will be put in Writing, provided within 10 days after the receipt of the appeal, and will be final.
9. Any outside employment authorization may be revoked or suspended during the year it is granted under the circumstances listed below.
 - a. The employee's work performance declines; or
 - b. An employee's conduct or outside employment conflicts with the conditions of the outside work authorization or is incompatible with the employee's work for the Authority.

An employee may appeal the revocation or suspension as provided in this Policy.

C. Improper Use of Authority Equipment Prohibited.

No Authority owned equipment, autos, trucks, instruments, tools, supplies, machine, badge, identification cards, or other items which are the property of the Authority shall be used by an employee except upon prior approval of the Executive Director or the latter's designee for managing that property.

D. Compliance with Employment Standards.

All employees will be required to comply with basic employment standards as applicable to their classifications. Basic employment standards will be established in areas which may include, but are not limited to, timely e-timesheet submission, productivity based on direct client service, compliance with client service documentation, attendance and punctuality, etc.

E. Public Information Statement.

1. No employee should speak on behalf of the Authority to any outside media (i.e.: newspapers, news reporters, radio stations) without explicit approval from the Executive Director.

2. All employees of the Authority must inform their Supervisor or Human Resources as soon as possible of any criminal misdemeanor or felony conviction, regardless of the nature of the conviction.

SECTION 14. RIGHT TO WORK IN THE UNITED STATES/IMMIGRATION REFORM AND CONTROL ACT OF 1986

This section applies to all Authority employees.

In accordance with the Immigration Reform Act and Control Act of 1986, all new employees must verify identity and entitlement to work in the United States by providing required documentation.

If an employee loses such rights or is unable to demonstrate that he/she is legally permitted to work in the United States, he/she will be disqualified from employment at the Authority resulting in discharge without notice or rights of appeal.

SECTION 15. ANTI-SOLICITATION POLICY

This section applies to all Authority employees.

Non-employees may not solicit employees or distribute literature of any kind on Tri-City Mental Health Authority premises at any time. Employees may only admit non-employees to work areas with management approval or as part of a Company-sponsored program. These visits should not disrupt workflow. The Authority employee must accompany the non-employee at all times. Former employees are not permitted onto Company property except for official Authority business. Employees may not solicit other employees during work times, except in connection with an Authority approved or sponsored event.

Employees may not distribute literature of any kind during work times, or in any work area at any time, except in connection with an Authority-sponsored event. Employees may, however, with written Supervisor approval, leave private fundraiser materials i.e. for schools, Girl Scout cookies, Avon, Tupperware, etc., on display in the employee lunchrooms, allowing employees to participate at their own volition.

The posting of materials or electronic announcements is permitted with approval from Human Resources. Violation of this policy should be reported to Human Resources.

SECTION 16. CELL PHONE / ELECTRONIC DEVICE USE POLICY

This section applies to all Authority employees.

A. Applicability and Purpose.

This policy and procedure applies to the use of personal and Tri-City issued cell phone and electronic devices by employees within the course and scope of employment. Violation of this policy may result in disciplinary action up to and including termination.

B. General Policy on the Use of Tri-City Cell Phones and Electronic Devices.

All Tri-City cell phones and electronic devices ("Devices") are provided as a tool to conduct Tri-City-related business. Tri-City Devices are issued on an as-needed basis with the approval of the Department Head.

All Tri-City employees shall use such Devices in a responsible, appropriate, and safe manner. All employees assigned Devices shall assume the responsibility to use the equipment in accordance with the provisions of this policy. (Refer to Acceptable Use Agreement for further details.)

1. Employees are prohibited from installing any third party equipment to Tri-City Devices unless approved by the employee's supervisor in writing with final approval from the IT Manager.
2. Employees have no expectation of privacy as to the Devices, including but not limited to data residing in Devices and /or voice mail. Tri-City may inspect that data at any time and without notice, as permitted by state and federal law. Employees must provide Tri-City with username and passwords for any Device upon Tri-City's request.
3. Employees shall protect Tri-City Devices from loss or damage. An employee assigned a Tri-City Device is responsible for its good care and will be required to reimburse Tri-City's cost for any damage, or lost Devices due to negligence. If a Device is damaged, fails to work properly, or is stolen or lost, the employee shall immediately notify the Department Head and the Information Technology Department.
4. Tri-City Devices should only be used by Tri-City employees in the performance of their official duties. Personal use of Tri-City Devices, except in emergency situations or for incidental personal use, is strictly prohibited and will result in disciplinary action and reimbursement of charges for personal use. Incidental personal use of Tri-City Devices, as defined by the Authority, is allowed if such use is kept to a minimum and limited to break times or non-working hours; does not interfere or conflict with Authority operations or the work performance of Authority employees; allows an employee to more efficiently perform Authority work as determined by his or her supervisor or department head; is not abusive, illegal, inappropriate or prohibited by these Rules; and the employee clearly indicates it is for personal use and does not indicate or imply Authority sponsorship or endorsement.
5. Employees shall acquaint themselves with the rate plan that applies to their Device and use their best efforts to make the most economical and cost efficient use of the Device. Cell phones are unique in that they may have charges for both in-coming and outgoing calls and texts. In addition, local calls can still incur airtime charges if the plan minutes are exceeded. A call may be made from a Device only if it cannot be made at any other time with a provided wired landline telephone. Because cell phones have additional "air time" and possible other charges, employees are expected to use a wired landline telephone when available.
6. Employees are prohibited from using the camera function on Tri-City Devices except as authorized by a supervisor for work-related purposes.
7. Tri-City employees are responsible for complying with the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Private Health Information (PHI) of Authority consumers is not discussed in areas where the public can overhear information; this includes information shared while using Tri-City Devices.

8. No PHI data should ever be sent as text message through a cell phone or other device. Text messaging is allowed as long as staff has prior approval from the client to receive text messages for informational purposes, PHI is not included in the text message and the text message is documented in all related clinical paperwork.
9. An Authority employee who is issued an Authority cell phone must refrain from using his or her personal cell phone for Authority-related business, unless expressly permitted by the employee's immediate supervisor or department head or in emergency circumstances in which the employee does not have access to the Authority-issued cell phone.

C. Use of Personal Devices.

1. Employees are required to limit personal Device usage during working hours to breaks or lunch periods. Usage outside of the break and lunch periods should be Minimal and must follow the guidelines of this Policy.
2. Personal Devices must be in silent or vibrating mode during work hours and must not be disruptive to co-workers.
3. Employees are prohibited from using the camera function on personal Devices in the workplace.
4. Employees may not use Personal Devices for work related purposes unless required by his or her official duties and permitted by his or her department head.

D. Use of Devices While Operating a Vehicle in the Course and Scope of Employment

1. In the interest of the safety of our employees and other drivers, Tri-City employees are generally prohibited from using Devices while driving within the course and scope of employment for Tri-City. Personal and/or agency provided cell phones or other electronic devices are generally required to be turned off any time an employee is driving a Tri-City or personal vehicle in the performance of their job duties for Tri-City. They shall not be used for voice, text, or email communications while driving on Tri-City time except in emergency situations where permitted by the California Vehicle Code.
2. As determined by Tri-City management, if your job requires that you keep your Device turned on while you are driving, you must use a hands-free device while using your cell phone to conduct agency business while driving in compliance with the Tri-City Cell Phone/Electronic Device Usage policy and as required by law.
3. In the event of a vehicle accident the camera function on Tri-City Devices may be used to record accident information.

SECTION 17. WORKPLACE SECURITY

This section applies to all Authority employees, contractors, volunteers and interns.

A. Policy.

Tri-City is committed to providing a safe and secure workplace for employees and the public. Tri-City will not tolerate acts or threats of violence in the workplace. The workplace includes any location where Tri-City 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.

B. Prohibited Behavior.

Employees are prohibited from engaging in or promoting acts of intimidation, violence, threats, coercion, assault, bullying, and/or abusive behavior toward any person while in the course of Tri-City employment. Tri-City 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.

C. Definitions.

1. "Workplace Violence" is 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, including but not limited to striking, punching, slapping or assaulting another person.
 - b. The destruction of, or threat of destruction of, Tri-City property or another employee's property.
 - c. Harassing or threatening phone calls.
 - d. Surveillance.
 - e. Stalking.
 - f. Intimidation and/or Bullying Behavior
 - g. Possession of offensive or defensive weapons during work hours or on Tri-City property is prohibited. "Weapons" are defined as firearms, chemical sprays, clubs or batons, knives, or any other device, tool, chemical agent 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.

D. Incident Reporting Procedures.

1. Employees must immediately report to their supervisor or Program director if they have been a victim of, or have witnessed, workplace violence. The supervisor or program director will report the matter immediately to the Human Resources Manager.
2. The Human Resources Manager 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.

3. The Human Resources Manager will take appropriate steps to provide security, such as:
 - a. Placing the employee alleged to have engaged in workplace violence on administrative leave, pending investigation;
 - b. Asking any threatening or potentially violent person to leave the site; or
 - c. Immediately contacting an appropriate law enforcement agency.

E. Investigation.

The Human Resources Manager will see that reported violations of this policy are investigated as necessary.

F. Management Responsibility.

Each program director has authority to enforce this policy by:

1. Training supervisors and subordinates about their responsibilities under this policy;
2. Assuring that reports of workplace violence are documented and addressed accurately and timely;
3. Notifying the Human Resources Supervisor or Manager and/or law enforcement authorities of any incidents;
4. Making all reasonable efforts to maintain a safe and secure workplace; and
5. Maintaining records and follow up actions as to workplace violence reports.

G. Follow-Up and Disciplinary Procedures.

An employee found in violation of this policy will be subject to disciplinary action, up to and including termination of employment. Tri-City may also direct that an employee submit to a fitness for duty examination. In addition, employees found in violation of this policy may be subject to criminal prosecution.

SECTION 18: ANTI-BULLYING POLICY

This section applies to all Authority employees, contractors, interns and volunteers.

A. Purpose.

The Authority is committed to providing a safe work environment. In addition to prohibiting all forms of discrimination and harassment, the Authority has a zero tolerance policy for any form of intimidation or bullying in the workplace or elsewhere, such as offsite events.

B. Policy.

Every employee and every other individual, including, but not limited to, temporary workers, consultants, independent contractors, volunteers, and visitors has the right to be treated with respect.

Bullying is the use of aggressive behavior with the intention of harming, intimidating, offending, degrading, or humiliating another individual. Bullying also includes harming, intimidating, offending, degrading, or humiliating another employee whether intentionally or unintentionally. It can include any written, visual, verbal, or physical act, when the act physically harms the individual or damages his or her property; has the effect of interfering with an employee's ability to work; is severe or pervasive; and creates an intimidating or threatening environment. Frequent or severe use of swearing, profane language, or sexually explicit comments violates this Anti-Bullying Policy.

Bullying includes, but is not limited to:

1. Deliberately undermining a person's work or person's participation in the workplace;
2. Tormenting, teasing, offensive innuendo, taunting, abusive comments;
3. Threatening gestures or posturing, physical intimidation, pushing, shoving, punching, unwanted physical contact, any use of violence;
4. Graffiti;
5. Name-calling, sarcasm, spreading rumors;
6. Swearing, using profane, lewd or other offensive language.
7. Abusive Conduct, which is defined as is conduct perpetrated by an employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act does not constitute "abusive conduct," unless especially severe and egregious.

Bullying may also occur via use of electronic or telephonic communications such as internet, email and chat rooms, mobile threats by text-messaging or telephone or cellphone calls or misuse of cameras and video equipment.

C. Complaint Procedure.

Any individual who believes that he or she is being or has been subjected to any form of bullying should immediately report this to his or her supervisor, program director, or Human Resources. In addition, any person who believes that they have witnessed bullying and any person who has received a report of such conduct, whether the perpetrator is an employee or a non-employee, shall immediately report the conduct to their supervisor, program director, or Human Resources.

1. If an Employee reports workplace bullying to Human Resources, the Human Resources Department 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.

2. The Human Resources Department will then take appropriate steps based on the nature of the complaint and will see that reported violations of this policy are investigated as necessary.

D. Policy Against Retaliation.

The Authority policy prohibits any form of retaliation against an employee who reports an incident of bullying, or participates in an investigation by the Authority or its representatives into allegations of bullying. Additionally, all employees have a duty to cooperate in connection with any investigation by the Authority or its representatives into allegations of bullying. Any employee found to engage in retaliation is subject to discipline, up to and including termination.

RULE III. CLASSIFICATION PLAN

SECTION 1. CLASS SPECIFICATIONS

This section applies to all Authority employees.

Human Resources will establish and maintain the classification plan covering all classifications in the competitive service. The classification title of a position shall be used in all official personnel and budget records and transactions. Class specifications shall include a listing of sample duties as well as employment expectations of employees in the class. When a new position has been created, the Position Related Changes and Recruitment Form must be completed and signed by the Executive Director, Chief Operations Officer, Chief Financial Officer and Department Director for the new position and submitted to Human Resources for approval. The new position must be approved by the Governing Board and included in the Classifications Specifications before any job posting or recruiting can begin.

SECTION 2. LICENSURE AND CERTIFICATION

This section applies to all Authority employees.

Certain job classifications at the Authority shall require a current certification or approved license either at hire or within a specified period of time. Acquisition and/or renewal of such license, certification and/or waiver shall be the sole responsibility of the employee, including fees and applications, unless specified in writing and approved in advance by the Executive Director. The absence of a valid required license, certification or approved waiver may be grounds for disqualification for employment and failure to renew a required license, certification or approved waiver, by the expiration date, may constitute grounds for immediate discharge. All applicants/employees that are listed as excluded on the U.S. Department of Health & Human Services OIG (Office of Inspector General) website are subject to immediate discharge.

RULE IV. RECRUITMENT AND SELECTION

This section applies to all Authority employees.

SECTION 1. JOB ANNOUNCEMENTS

All positions to be filled in the competitive service shall be publicized by posting announcements on the Authority's website, or in such other places as Human Resources deems advisable. The announcements shall specify the title and pay for the position, the nature of the work to be performed; preparation desirable for the performance of the work of the class; the dates, time, place and manner of submitting applications; the closing date for receiving applications and resumes; the minimum requirements for the position; and other pertinent information. There shall be a minimum of ten (10) working days from the date the recruitment opens and until it closes. Resumes must be received in the Human Resources Department by "close of business" on the day the filing time expires. There will be an exception for closed promotional recruitments which shall be posted a minimum of five (5) working days. The time for filing applications may be extended or reopened as needed by Human Resources.

SECTION 2. APPLICATION FORMS

Applications shall be made on forms provided/authorized by Human Resources. Such forms shall require information covering training, experience, and other pertinent information as deemed necessary by Human Resources. All applications must be signed by the person applying. No appointment shall be finalized until a completed official application form is received by Human Resources. Applications are required to be completed online on the CalOpps.org website. It is the responsibility of the applicants to show that they clearly meet the minimum requirements for the position applied for and be able to perform the essential functions of the position with or without reasonable accommodation. The applicants shall certify to the correctness of all statements made on the application. After filing, information on the application may be amended only with the permission of Human Resources. Applicants may be required to submit additional information about their job related qualifications, or to submit evidence of their possession of degrees, licenses or certificates, or of the completion of courses of study or training. Failure to supply such information or evidence may disqualify an applicant.

Applications, resumes, examination papers, and any and all other information submitted as part the examination process become the property of the Human Resources Department and Tri-City Mental Health Authority. Resumes/applications will be screened based upon the minimum qualifications indicated in the job announcement. Applicants meeting the minimum qualifications, or those appearing to be the "most qualified", will be selected to participate in successive parts of the selection process. Possession of the minimum qualifications does not ensure that an applicant will be interviewed. Applications/resumes will be reviewed in comparison with all other applications/resumes received.

After a conditional offer of employment has been extended to an applicant, the Authority will require the applicant to be fingerprinted and/or subjected to a criminal record check. It may also require the applicant to submit to a fitness for duty examination that is job-related; necessary for efficient operations of the agency; and required of all applicants for the job classification. An applicant who is required to pass a medical and/or psychological examination will be notified of his/her right to obtain a second opinion at his/her expense and that he/she may submit such second opinions for consideration.

SECTION 3. INTERNAL APPLICANTS

Qualified Employees in good standing may apply for any of the posted positions. The employee must have a 3-month and 6-month signed evaluation on file with HR. The employee must have a minimum of a "Meets" as the final evaluation in order to be eligible. The employee should notify his or her current supervisor that they have applied for an internal position. Any employee actively on a Performance Improvement Plan ("PIP") is not eligible. This provision shall not apply to lateral transfers.

SECTION 4. LATERAL TRANSFERS

An employee may be transferred by the Authority at any time from one position to another position in the same or comparable class, involving the performance of similar duties and requiring substantially the same basic qualifications with no change in pay. In addition, an employee may request and be granted a transfer if approved by Human Resources and affected program managers. Only those employees who are currently in a position of equal or greater qualifications shall be considered for the transfer.

The procedure for a lateral transfer is as follows:

1. Hiring Managers with an available vacancy that are interested in accepting lateral candidates shall submit a Position Related Changes and Recruitment Form to advertise the vacancy, either internally or externally.
2. Employees interested in a lateral transfer must submit an application to an open and available recruitment via CalOpps.
3. Qualified and eligible employees may be interviewed by the Hiring Manager.
4. Selection(s) for the lateral transfer will be made by the Hiring Manager or on a first come, first served basis.
5. Both the employee's existing department head and the department head where the vacancy exists must agree upon the transfer.

The Hiring Manager is responsible for completing a performance review/reference check with the potential transferring employee's current manager.

An employee so transferred shall receive the same salary received in the former classification. The employee's base salary will only be transferrable. Bilingual and On-Call Pay will be determined based on the need of the position being transferred into.

SECTION 5. DISQUALIFICATION

Human Resources shall reject any application/resume which indicates on its face that the applicant does not possess the qualifications specified for the position or has not properly completed an application or has excluded other requested supplemental information.

- A. Applications shall also be rejected for any of the following reasons, insofar as they relate to the applicant's ability to perform the job for which the application is made. There will be no written notification sent to the applicant in these following instances:

1. If the applicant does not possess the required license and credentials specified;
 2. If the applicant applying for any position has an “exclusion” as a result of a search on the U.S. Department of Health & Human Services Office of Inspector General OIG exclusions database;
 3. If the applicant has requested to have the application/resume withdrawn from consideration;
 4. If the applicant is not legally permitted to work within the United States;
 5. If the applicant is a current user of illegal drugs;
 6. If the applicant has made false statements of any material fact, or omissions, practices, or attempted to practice any deception on the application/resume or in securing eligibility or appointment;
 7. Failure to be present upon appropriate notification for fingerprinting or medical testing or examination as required;
 8. Unsuitability of an applicant’s work record as indicated upon a review of qualifications;
 9. Any material cause which, in the judgment of Human Resources, would render the applicant unsuitable for the particular position, including prior resignation, prior termination or a significant disciplinary action with the Authority.
- B. An applicant will be provided written notification in the following instance: If the applicant has been convicted of either a misdemeanor or a felony that directly and adversely relates to the specific position duties that the applicant would perform. Unless required by law, the Authority will not deny employment to any applicant solely because he or she has been convicted of a crime. The Authority may, however, consider the nature, date and circumstances of the offense, evidence of rehabilitation, as well as whether the offense is relevant to the duties of the position.
- C. An applicant may be rejected if the applicant is related by blood or marriage to an existing employee and if Human Resources make findings that hiring a relative in the particular position could adversely affect supervision, security, or morale within the department.
- D. False statements or evidence that an employee committed deception or fraud in his/her application will be cause for discharge.

SECTION 6. EMPLOYMENT OF RELATIVES AND SPOUSES/DOMESTIC PARTNERS

It is the Authority’s policy not to discriminate in its employment and personnel actions with respect to its employees, prospective employees, and applicants on the basis of marital status, domestic-partner status and relatives. No employee, prospective employee or applicant shall be improperly denied employment or benefits of employment on the basis of his/her marital status or relatives. This policy also applies to the selection of persons for a training program leading to employment.

Marital status is defined as an individual's state of marriage, divorce or dissolution, separation, or other marital state for the purpose of this anti-discrimination policy. Relatives for the purposes of this section is defined as spouse, registered domestic partner, parent, children (including foster care children), brother, sister, half-brother, half-sister, mother-in-law, father-in-law, grandparents, grandchild, aunt, uncle, niece or nephew.

Notwithstanding the above provisions, the Authority retains the right:

- A. To prohibit relatives from working in the same department, division, program or facility where such has the potential for creating adverse impact on supervision, safety, security, or morale or involves potential conflict of interest. For example, one relative will generally not be permitted to maintain a supervisory relationship over another relative. A "supervisory relationship" is defined as 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 to his or her Authority appointment.
- B. When two employees, employed by the Authority in the same department, division, program or facility marry or file for legal status as domestic partners and where such has the potential for creating adverse impact on supervision, safety, security or morale, the Authority will attempt to transfer one spouse (or domestic partner) to a similar classified position in another department, division, program or facility. Although the wishes of the involved parties as to which spouse (or domestic partner) will be transferred will be given consideration by the Authority, the controlling factor in determining which spouse (or domestic partner) shall be transferred shall be the positive operation and efficiency of the Authority.

If any such transfer results in a reduction in salary or compensation, the transfer shall not be considered disciplinary in nature and shall not be subject to any form of administrative appeal. If continuing employment of two spouses (or domestic partners) cannot be accommodated in a manner consistent with the Authority's interest in promotion of safety, security, morale and/or efficiency, the Authority retains sole discretion to separate one spouse from Authority employment. Absent resignation by one affected spouse (or domestic partner), the less senior of the involved parties will typically subject to separation and the same shall not constitute discipline and shall not be subject to any administrative appeal. However, if in the Authority's discretion, the retention of the less senior spouse (or domestic partner) would better serve the interest of the Authority, the said spouse (or domestic partner) shall be retained.

- C. To maintain or adopt bona fide health plans which provide additional or greater benefits to employees with dependents than to those employees without or with fewer dependents. Where such bona fide health plan discriminates against individuals on the basis of marital status, benefits shall not be conditioned upon whether an employee is "head of household," "principal wage earner," "secondary wage earner," or other similar status.

SECTION 7. SUBJECT AND METHOD OF EXAMINATIONS

Examinations shall be competitive and may consist of written test, oral test, appraisal interview, performance test, evaluations of prior training, experience and education; or any combination thereof. Each examination must be job related and must be designed to test the ability of an individual to perform the duties of the job. The scope and type of examination is to be determined by Human Resources. If a person fails to pass such an examination, he/she may be disqualified from consideration for employment. Each candidate invited to an examination shall be given written notice of the examination results.

As the needs of the Authority may require, promotional examinations may be conducted and may consist of evaluation of prior service, accomplishments in special training courses, or other tests. All candidates for promotion must be employees of the Authority and must possess the minimum qualifications as set forth in the specifications of the class to which promotion is sought.

SECTION 8. CONDUCT OF EXAMINATIONS

Human Resources will determine the manner, methods, applicant pool, and by whom examinations will be given. The Authority may contract with any competent agency or individual for the performance by such agency or individual for giving or scoring examinations.

SECTION 9. ELIGIBILITY LISTS

Eligibility lists may be established by Human Resources following a competitive examination process and will consist of the names of persons successfully passing a competitive examination process. Under circumstances in which an open and continuous recruitment is posted and conducted, Human Resources may approve the appointment of a qualified applicant without the establishment of an eligibility list. Eligibility lists shall be valid and in effect for a period of up to one year.

An eligibility list may be extended by action of Human Resources for additional six-month periods. If less than three (3) names of qualified applicants are available for appointment, Human Resources may declare the list invalid. Names shall be removed from an eligibility list for any of the following reasons:

- A. If an eligible requests orally or in writing that his/her name be removed.
- B. If an eligible fails to accept an offer of employment from the Authority.
- C. If an eligible on a promotional list resigns from the Authority.
- D. If an eligible, in a medical examiner's opinion, is unable to perform the essential functions of the position even with reasonable accommodation.
- E. If a person on the eligibility list leaves no forwarding address at which he/she can be contacted by mail.
- F. If an eligible is found to be unsuitable for the position by the immediate supervisor.

SECTION 10. TYPES OF APPOINTMENTS

All vacancies in the competitive service, other than temporary vacancies, shall be filled by reinstatement, transfer, demotion or from an appropriate eligibility list, if available. In the absence of persons eligible for appointment in the above manner, temporary appointments may be made in accordance with these rules and regulations.

A. Appointment.

After interview and investigation, Human Resources shall effect the appointment by notifying the selected candidate subject to passing the required examinations listed below, and if the applicant accepts the appointment and presents himself/herself for duty within the period of time as the immediate supervisor shall prescribe, he/she shall be deemed to be appointed; otherwise, he/she shall be deemed to have declined the appointment.

Prior to appointment to a position in the competitive service, a person may be required to pass a medical (possibly including drug/alcohol screen), and/or physical examination plus fingerprinting and processing through the California Department of Justice in keeping with California Code of Regulations section 703(d) to the satisfaction of Human Resources.

B. Emergency Appointments.

To meet the immediate requirements of an emergency condition, a supervisor may in his or her discretion retain persons as Authority employees on a temporary basis as may be needed for the duration of the emergency which may exceed 60 working days without regard to the personnel rules affecting appointments. Such appointments shall be reported to Human Resources within 24 hours and shall require approval of the Executive Director and shall be terminated at the discretion of the Authority regardless of cause or reason as determined by the Executive Director or his or her designee.

C. Temporary Appointments.

Temporary appointments may be made by Human Resources of persons who possess the qualifications for the position. A temporary appointee is typically a person with some administrative experience brought in to the Authority to complete a short term project. Such appointments shall not continue for a period in excess of any six (6) months unless approved by the Executive Director. Temporary employees will not be entitled to annual vacation leave with pay, or holiday pay as is provided in these rules. Temporary employees will be provided with sick leave to the minimum extent required by law. However, if a temporary appointment is converted to a probationary appointment without interruption of service, the period of temporary service may be credited towards the completion of the probationary period. Annual vacation leave will not accrue for the period of service that the temporary appointee has served and received compensation for as provided in these rules. All temporary assignments must be made within budget limitations and shall not be the basis for preferential hiring consideration.

D. Provisional (Interim) Appointments.

When the service demands of the Authority are such that a management level position is open and it could adversely affect the immediate operations of the Authority not to promptly fill it and an immediate open competitive recruitment process is not practical and/or in the absence of an eligibility list for such a management level position, the appointing authority may make a provisional appointment. A provisional appointee is typically a person with management level expertise and/or has a highly skilled specialty that would require an intensive and lengthy recruiting process.

1. Any person appointed in provisional status shall meet the minimum qualifications for the position to which he/she is being appointed.
2. No person shall remain in the provisional appointment status for more than 12 months, except as approved by the Executive Director. Except in cases of retired annuitants, in which the appointment would be limited to 960 hours per fiscal year.
3. A provisional appointee who is subsequently appointed to a regular position shall be entitled to credit for the time served in the provision status toward the completion of his/her probationary period.

4. A provisional employee shall be entitled to the same salary and benefits as a regular employee.
5. Prior to being appointed in a regular status, a provisional appointee shall successfully complete the competitive examination/interview process.
6. A provisional appointment shall not be the basis for preferential hiring consideration.

E. Trainee Appointments.

When it becomes necessary for the appointing authority to fill an open classification with a less qualified person than required by the classification, and elects to train the person until minimum qualifications are met, the appointing authority may fill the classification with a trainee.

1. Trainee status may be assigned to any classification.
2. The training period may not exceed 12 months, except that it may be extended an additional six (6) months upon approval of the appointing authority.
3. The salary range for the trainee will be the minimum salary range of the classification in which the employee is a trainee.
4. During the training period, the trainee will be entitled to the same benefits as a probationary employee.
5. Upon successful completion of the training period as determined by the department supervisor, the trainee shall be eligible to participate in a competitive recruitment and selection process for appointment to the regular classification. Successful completion of the training period does not guarantee appointment to the regular classification. Appointment shall be based on successful completion of the applicable competitive recruitment and selection process in accordance with these Personnel Rules and other applicable policies and procedures.
6. Trainee appointments are considered transitional assignments to positions in regular classifications. A trainee who is selected and promoted to a position in the regular classification following the competitive recruitment process shall be required to serve a probationary period of 6 months after such appointment.
7. Failure of a newly hired trainee to meet the qualifications of the classification during the training and/or probationary period as determined by the department supervisor will be cause for rejection from trainee status/probation.
8. A regular employee who is transferred to trainee status and fails to meet the qualifications of the classification during the training and/or probationary period will be transferred back to the person's prior regular classification or to one similar in pay.

F. Lead Appointments.

To recognize personnel within existing classifications who are providing lead services such as clinical supervision for paraprofessional and/or licensure hour accrual, but do not necessarily meet promotional classification qualifications or wish to be considered for

promotional consideration, the appointing authority may designate a Lead appointment(s) within existing classifications.

1. The appointing authority may designate Lead status within existing classifications and add the term "Lead" to the working position title in order to recognize additional responsibilities of leading the activities of co-workers.
2. A five percent (5%) differential in pay will be applied to the base rate of pay upon designation of Lead status.
3. Lead appointment designation and corresponding 5% pay differential pursuant to Subparagraph B above shall be removed at the discretion of the appointing authority without notice, cause or right of appeal.
4. Lead pay and the employee's appointment to lead shall take effect at the beginning of the first pay period following the employee's notification of his/her assignment.

G. Additional Duty Appointments.

Assignment to cover a position, which is temporarily vacant due to staff/supervisor being on a leave or unable to fulfill the duties of their position for a period not to exceed 6 months or based on HR review. Supervisors/Managers who have direct report vacancies are excluded from this provision.

1. The appointing authority may designate additional duty appointment to another staff within the same department in order to recognize additional responsibilities for covering their duties.
2. The additional duty assignment(s) must take place for a period of four (4) consecutive weeks or more.
3. A five percent (5%) differential in pay will be applied to the base rate of pay upon designation of this appointment.
4. The five percent (5%) differential in pay will be removed at the completion of assignment
5. The five percent (5%) differential in pay and the employee's appointment to additional duties shall take effect at the beginning of the first pay period following the employee's notification and effective date of his/her assignment.

SECTION 11. REINSTATEMENT

With the approval of Human Resources and Executive Management, an employee who has resigned with a good record may be reinstated within six months to his/her former position, if vacant, or to a vacant position in the same or comparable class. Upon reinstatement, all benefits shall be restored to the employee at the same level at which they were earned at the time of resignation.

SECTION 12. AVAILABILITY

For purposes of quality client services, supervisors of clinical areas must reside within a reasonable distance of the Authority so as not to interfere with their job responsibilities. Clinical supervisors

shall reside within a 90-minute commute to the Authority in heavy traffic. After hours on-call staff shall reside within a 30-minute commute to the Authority in heavy traffic.

SECTION 13. PROBATIONARY PERIOD

This section applies to all full-time, regular employees employed by the Authority with the exception of Executive Management, part-time and at-will positions.

A. **Extension of Probationary Period**

(The Personnel Rules and Regulations were updated on November 18, 2015 to change the probationary period from 1 year to 6 months)

All original, promotional and reinstatement appointments shall be tentative and subject to a probationary period of 6 months. The probationary period is part of the testing process and shall be utilized for closely observing the employee's work such as conduct, capacity, efficiency, skill, responsibility, integrity, and effectiveness to determine whether the employee is fully qualified for employment in the classification and position to which the employee has been appointed.

A Manager/Director may recommend, and the Executive Director may extend, an employee's probationary period by a maximum of six (6) months past the end of the initial probationary period for performance reasons. In order for probation to be extended, there must be a 3-month signed evaluation on file in the Personnel file and the request for extension must be received by HR no later than the 5th month of the probationary period.

An employee's probationary period will automatically be extended by the length of any absence of a week or more.

B. **Rejection During Probationary Period.**

During the probationary period, an employee may be rejected at any time by the appointing power without cause, without notice, and without appeal, grievance, or any rights described in Rule IX regarding Discipline. If the service of a probationary employee has been satisfactory, then the Manager shall file with Human Resources a performance evaluation stating the retention of such employee is desired. If, after the completion of a probationary period, no statement is filed stating that the probationary employee is rejected, or no evaluation is timely completed, the employee shall be deemed to have attained regular employment status.

C. **Use of Leave While on Probation**

While on initial probation, new employees may not use vacation leave accruals. New employees, however, may use floating holidays, compensation time off, and sick leave, where applicable. This provision does not apply to employees on promotional probation. Employees are entitled to use any applicable leave balances while on promotional probation provided that they have completed initial probation.

D. **Probationary Period After Promotion.**

Promotions to a higher classification will be assigned a new probationary period. Any employee receiving a promotion to a higher level within the same classification will maintain the same probationary period. A promoted employee does not have a property interest in his or her prior position if an employee fails to successfully complete the promotional probation period.

A promotional probationary employee may be rejected at any time during the promotional probationary period with or without cause or reason, without notice or appeal or grievance, and without any rights described in Rule IX regarding Discipline. If the employee fails to complete the probationary period in the promotional position satisfactorily, the employee may return to the position held prior to promotion at the range and step held prior to promotion, if there is a vacancy in the prior position, unless he or she is terminated for cause.

Should the original position no longer be available, the employee may be returned to a similar position provided they meet qualifications and a position is available, or they may be released without cause, without notice or appeal, and without any rights described in Rule IX regarding Discipline. No new probationary period shall be required upon demotion or reinstatement to a lower class following rejection from probation.

E. Employee's Responsibility.

It is the responsibility of the employee to meet and to strive to exceed the minimum standards established for work accomplishment and conduct, to strive to improve work effectiveness, and to perform at highest competency levels.

RULE V. COMPENSATION PLAN

This section applies to all Authority employees with the exception of the Executive Director unless otherwise specified.

SECTION 1. SALARY RANGE

The Human Resources Department or the person or agency employed for that purpose shall establish a salary range for each classification in the competitive service showing the minimum and maximum salary amounts. The minimum salary for each classification shall be thirty percent to sixty percent (30% - 60%) below the maximum salary. All salary ranges shall be adopted by the Governing Board by resolution. The Executive Director retains the authority to adjust salary on a case-by-case basis within the range at any time if it is determined that the current salary adversely affects recruitment and retention. All salary ranges must be included on the Fiscal Year pay schedule and must also be approved by the Governing Board.

Tri-City will not discriminate in assigning wage rates on the basis of sex, race, or ethnicity, and will not pay an employee at a wage rate less than the rate paid to an employee of the opposite sex, or of a different race or ethnicity, for performing substantially similar work, taking into consideration skill, effort and responsibility, and which is performed under similar working conditions. This restriction does not limit Tri-City's ability to assign different wage rates to employees based upon factors other than sex, race, or ethnicity, including but not limited to, seniority, merit, education, training and experience.

A. Review and Adjustment of Pay Ranges.

Tri-City has implemented a system that enables regular review of all salary ranges for adjustments contingent upon Tri-City's financial ability to pay. If Tri-City is in the financial position to do so, as determined by the Executive Director and Chief Financial Officer, all salary ranges will be reviewed on an annual basis in comparison to the relevant labor market for adjustment. The Executive Director and Chief Financial Officer will notify the Human Resources Department of any revisions to the schedule for the annual review of all salary ranges, based on each fiscal year budget.

SECTION 2. SALARY APPOINTMENT

Generally, new employees are appointed to the minimum of the salary range for the particular class in which the appointment is made. When in the judgment of Human Resources and with the recommendation of the appointing authority the education, training, and/or experience of the proposed employee justify a salary amount in excess of the minimum, Human Resources may authorize a salary appointment at an amount that does not exceed the mid-point of the salary range. Any initial salary appointment to an amount in excess of the mid-point of the salary range shall require the written approval of the Executive Director and Chief Financial Officer. Initial employment at a salary amount above the minimum may also be authorized by Human Resources when a particularly difficult recruiting problem for a class is found to exist.

SECTION 3. ANNIVERSARY DATE

New employees shall have their initial anniversary date set on their appointment date. Promoted, reclassified, or demoted employees shall have a salary anniversary date established as the date on which the employee begins performing the duties of the position as determined by the Authority. Salary changes shall be made effective on the first day of the closest pay period.

There shall be no loss in seniority for vacation, departmental selection of assignments or other related matters. After a new hire, promoted, reclassified, or demoted employee has completed his/her probationary period they will revert to a July 1st salary anniversary date.

SECTION 4. SALARY ANNIVERSARY DATE

A. Establishment of Salary Anniversary Date.

All employees who receive appointments in the competitive service shall be evaluated near the end of 12 months of employment for consideration of merit salary increase. This will establish the employee's salary anniversary date. After a new hire, promoted, reclassified, or demoted employee has completed his/her probationary period and received their performance evaluation and related salary adjustment (if any) they will revert to a July 1st salary anniversary date.

B. Adjustment in Salary Anniversary Date.

A salary anniversary date will revert to a July 1st salary anniversary date after a new hire, promoted, reclassified, or demoted employee has completed his/her probationary period.

SECTION 5. SALARY INCREASES

Annual salary increases are contingent upon Tri-City's ability to pay, as determined by the Chief Financial Officer.

Salary increases within a salary range shall be granted to an employee based on merit in conjunction with an evaluation of his/her work performance. A merit salary increase must be recommended by the first line supervision and approved by the department head and the Human Resources Department. The amount of a merit salary increase, if any, will be based on the employee's achievement as recorded in a performance evaluation report based on the following guidelines, however, in consultation with the Chief Financial Officer and the Chief Operations Officer, the Executive Director retains the authority to adjust salary on a case-by-case basis at any time if it is determined that current salary adversely affects recruitment and retention. At no time can an employee be paid over their assigned pay grade range.

After a new hire, promoted, reclassified, or demoted employee has completed his/her probationary period and received their performance evaluation and related salary adjustment (if any) they will revert to a July 1st performance evaluation date for their next evaluation. This could mean that the employee is given a performance evaluation before completing their second full year of service to put them on a July 1st evaluation schedule. Any related adjustment to salary will be calculated on a pro-rata basis. If the employee's July 1st evaluation is six months after the initial performance evaluation and salary adjustment, the recommended percentage increase is multiplied by 6/12 (or 50% which is equal to six [6] months divided by 12 months) to get a pro-rated percentage increase. All salary increases will be effective the first day of the pay period following the anniversary date.

A. Guidelines.

Tri-City places high value on caring, helpful service to clients and the public, development of creative workable solutions to problems, timely submission of activity logs, productivity based upon direct client service, compliance with client service documentation standards, dedication and hard work, self-improvement, cooperation with co-workers, enhancement of the Authority's positive image, the accomplishment of goals and objectives established by the employee's supervisor, and program cost effectiveness.

The Executive Director and Chief Financial Officer will consider each fiscal year's merit increase percentages based on Tri-City's ability to pay based on that fiscal year's budget. The Chief Financial Officer will notify the Human Resources Department of the approval fiscal year merit increase percentage. The Human Resources Department will be responsible to inform all staff prior to the July 1 merit increase anniversary date. The Executive Director and Chief Financial Officer also retain the authority to revise the merit rating schedule, such as eliminating all ratings except for Meets Expectations.

1. An employee whose overall work performance is rated as "Meets Expectations" may be eligible to receive a merit salary increase, subject to the supervisor's recommendation and management approval.
2. An employee whose overall work performance is rated as "Acceptable in most areas, improvement needed in some" may be eligible to receive a merit salary increase, subject to the supervisors recommendation and management approval; however, the evaluating supervisor may delay implementation of the salary increase pending the results of a special performance evaluation focusing on the areas in which improvement is needed.

3. An employee whose overall work performance is rated as "Exceeds Expectations" may be eligible to receive a merit salary increase, subject to the supervisor's recommendation and management approval.
4. An employee whose overall work performance is rated as "Exceptional/Exceed all Expectations" may be eligible to receive a merit salary, subject to the supervisor's recommendation and management approval.
5. Employees whose overall work performance is rated as "Immediate Improvement Needed" shall not be granted a merit salary increase and may be subject to disciplinary action and/or placed on a Performance Improvement Plan.

B. Performance Improvement Plan (PIP).

An employee who does not receive at least a "Meets Expectations" annual evaluation, may be placed on a Performance Improvement Plan (PIP). This Plan is completed by the employee's supervisor and should outline goals and expectations in order to assist the employee in improving his/her job performance. This plan must be approved by the Department Director (e.g. Director of Clinical Program Services, Chief Financial Officer, Chief Operations Officer, Chief Compliance Officer, Director of MHSA and Ethnic Services, Medical Director) and the Human Resources Department.

SECTION 6. SALARY INCREASE PROCEDURE

The following provisions shall govern the salary increase procedures for all employees in the competitive service.

A. Notification of Eligibility.

Thirty days prior to each employee's salary anniversary date and annually thereafter until the employee reaches the maximum of the salary range for his/her class, Human Resources shall advise the program supervisor in writing of the employee's pending eligibility for a performance evaluation and a merit salary increase. Please refer to Rule IV, Section 4 Lateral Transfers.

B. Notification of Authorization to Accounting.

If the supervisor recommends the employee for a merit increase, Human Resources shall notify the Accounting Department by Personnel Action Form of the approved merit salary increase and such notification shall constitute authorization for the Chief Financial Officer to make payment to the employee at the specified higher rate.

Such payment shall commence at or be retroactive to the employee's salary anniversary date, or July 1st of the fiscal year as stated in Rule V, Section 4(b), Adjustment in Salary Anniversary Date.

C. Postponement of Merit Salary Increase.

A supervisor may choose not to recommend that an employee receive a salary increase in conjunction with the salary anniversary date and postpone consideration pending further review of the employee's performance.

If, during or at the conclusion of the period of postponement, the supervisor recommends that the employee receive a merit salary increase, Human Resources shall notify the Chief Financial Officer by Personnel Action Form of the approved merit salary increase, and such notification shall constitute authorization for the Chief Financial Officer to make payment to the employee at the higher rate. Such payment shall commence at the beginning of the nearest pay period closest to which the recommendation is made.

D. Failure to Process Eligibility for Merit Salary Increase.

Should an employee's salary anniversary date be overlooked through error, and upon discovery of the error the employee is recommended and approved for a merit salary increase, the Chief Financial Officer shall honor a request for retroactive payment compensating the employee from the employee's salary anniversary date, or July 1st of the fiscal year as stated in Rule V. Section 4(b), Adjustment in Salary Anniversary Date.

SECTION 7. SALARY ON PROMOTION

An employee who is appointed to a position in a class allocated to a higher salary range than the class in which he/she formerly occupied a position shall receive a salary rate that is at least four percent (4%) higher than his/her previous base salary, or to the maximum of the 50th percentile of the new salary range. A supervisor can determine the salary increase based on years of service and responsibilities. This will allow for Supervisors to adjust the salary in cases where a long term employee, who after being promoted, is only at the new minimum salary range. The promotion and corresponding pay increase shall take effect at the beginning of the first pay period following the employee's notification of his/her promotion. The effective date of the promotion shall determine the employee's new salary anniversary date, for the six-month promotional probationary period only. Thereafter, the salary anniversary date will revert to July 1st of each fiscal year as stated in Rule V. Section 4(b), Adjustment in Salary Anniversary Date.

SECTION 8. SALARY ON TRANSFER

An employee who is transferred from one position to another in the same class or to another position in a class having the same salary range shall be compensated at the same rate in the salary range as he/she previously received. The employee's salary anniversary shall remain the same as it was before the transfer. Please refer to Rule IV, Section 4 Lateral Transfers.

SECTION 9. SALARY ON REINSTATEMENT

Notwithstanding other provisions of these Rules and Regulations, a person reinstated (within six (6) months) in: A) a position allocated to a class in which he/she previously held regular status and from which he/she was separated in good standing; or B) a position allocated to a class which is comparable as determined by the Authority to a position to which he/she previously held regular status and from which he/she was separated in good standing may, with the approval of the Executive Director, Chief Fiscal Officer and the program manager in which he/she would be reinstated, be appointed to the same rate in salary range for the particular class of position as the rate in which he/she occupied at the effective date of his/her resignation. Upon reinstatement, the employee's anniversary date shall be determined by the effective date of the reinstatement.

SECTION 10. SALARY ON DEMOTION

The salary of an employee who is demoted to a position in a class allocated to a lower salary class than the class in which he/she formerly occupied a position shall be determined as follows:

A. Involuntary Demotion.

An employee who is involuntarily demoted to a position in a class allocated to a lower salary range than the class in which he/she formerly occupied a position shall have his/her monthly salary reduced to the nearest lower monthly salary rate in the salary range for the class to which he/she has been demoted. In lieu of a reduction in salary, the Executive Director may approve a "Y" rate for the employee. A "Y" rate exists when the employee's salary is frozen at the present level until such time as subsequent general salary range increases catch up with or exceed the employee's salary at the "Y" rate. He shall not be required to serve a probationary period in the lower position unless he/she has not completed his/her initial probationary period as required in this section. In such case, he/she will be required to complete his/her probationary period in the lower position. The employee shall retain the salary anniversary date he/she had in the higher position.

B. Voluntary Demotion.

An employee who is demoted at his/her own request to a position in a class allocated to a lower salary range than the class in which he/she formerly occupied a position shall have his/her monthly salary reduced to the nearest lower monthly salary in the salary range for the class to which he/she has been demoted. In lieu of a reduction in salary, the Executive Director may approve a "Y" rate for the employee.

A "Y" rate exists when the employee's salary is frozen at the present level until such time a subsequent general salary range increases catch up with or exceed the employee's salary at the "Y" rate. He/she shall not be required to serve a probationary period in the lower position unless he/she has not completed his/her initial probationary period as required by this chapter. In such case, he/she will be required to complete higher probationary period in the lower position. The employee shall retain the salary anniversary date he/she had in the higher position.

SECTION 11. SALARY ON POSITION RECLASSIFICATION

The salary of an employee in a position that is reclassified shall be determined as follows:

A. Class with Same Salary Range.

If the position is reclassified to a class with the same salary range as the previous class, and if the incumbent is appointed to the reclassified position, the salary rate and the salary anniversary date of the employee shall not change. This provision shall also apply to the change of class title, provided there is no change in the basic duties of the position.

B. Class with Higher Salary Range.

If the position is reclassified to a class with a higher salary range as the previous class, and if the incumbent is appointed to the reclassified position, he/she shall be compensated at a rate in the new salary range which comes nearest to and/or higher than the rate he/she held in the previous salary range.

C. Class with Lower Salary Range.

If the position is reclassified to a class with a lower salary range than the previous class, and if the incumbent is appointed to the reclassified position, his/her salary shall not change unless it is greater than the maximum of the lower salary range, in which case, the Executive

Director shall approve a "Y" rate for the employee. A "Y" rate exists when the employee's salary is frozen at the present level until such time as subsequent general salary range increases equal or exceed the employee's salary at the "Y" rate. The incumbent's salary anniversary date shall not change.

D. Step Increases

If there are multiple pay steps within the same classification and an employee has occupied his or her current position for at least 12 months, has increased responsibilities, and has maintained a Meets Expectations on all Performance Evaluations while in his or her current position, the Department Head may grant a one-step pay increase without posting an opening, as a natural career progression.

Upon moving to the higher step, the employee receives a 4% increase above their base salary at the time of the increase along with the title number change. If the employee has obtained a license, degree, or certification which qualified them for the step increase, the employee is only eligible for the 4% salary increase for meeting the requirements of that step. The step increase shall take effect at the beginning of the first pay period following the employee's notification of his/her increase.

SECTION 12. OVERTIME

It is the policy of the Authority to avoid overtime work whenever possible. In cases of emergency, however, or whenever public interest or necessity requires, any employee may be directed by proper authority, and is expected to perform, overtime work.

A. Definition of Overtime.

Overtime is hours worked by non-exempt employees in excess of 40 hours in a seven (7) day work week. "Hours worked" shall mean hours actually worked and does not include paid leave (i.e., vacation, sick leave, compensatory time, etc.). No overtime shall be recorded or reported for less than 40 hours worked over a seven (7) day work week.

B. Prior Authorization.

Overtime must be authorized in writing in advance by the Authority. All overtime requests must have the prior written authorization of a supervisor prior to the commencement of such overtime work.

Where prior written authorization is not feasible, explicit verbal authorization must be obtained. Where verbal authorization is obtained, written authorization must be obtained as soon thereafter as practicable.

Dispatched calls beyond the end of duty time are considered as authorized. Working overtime without advance approval is grounds for discipline. Employees are cautioned not to spend excessive amount of time at their workstation before or after their normal work period or during their meal breaks. Meal breaks should be taken away from the employee's workstation. This incidental time will not be compensated in any manner whatsoever unless prior authorization of a supervisor is obtained. It is the Supervisor's responsibility to approve their assigned staff's timesheets before submission to Accounting to authorize any overtime work performed.

C. Rate.

Employees who have worked overtime hours shall be compensated as follows based on that status of their classification under the Fair Labor Standards Act (FLSA).

1. *FLSA-Covered Employees.* Employees in non-exempt classifications under the FLSA shall be compensated at a rate of time and one-half for all overtime hours.
2. *Exempt Employees.* Employees in classifications that have been determined to be exempt under the FLSA due to their managerial, supervisory or professional status as determined by the Executive Director per Department of Labor guidelines may be compensated at a rate of straight time in the form of compensatory time off, as described in section D(2) below. Such compensatory time shall not be accrued without prior authorization from the employee's supervisor.

At the discretion of the Executive Director, Exempt employees may be required to work overtime without additional compensation to meet unusual operational needs of the Authority.

D. Compensatory Time Off.

1. *FLSA-Covered Employees and Executive Management.* Non-Exempt and Executive Management employees are not eligible to receive compensatory time. Executive Management employees refer to the Resolution.
2. *Exempt Employees.* As stated in sub-section C (2) above, exempt employees who do not have a legal entitlement to overtime compensation may be permitted to receive compensation for overtime in the form of compensatory time off at the straight time rate at the discretion of the Authority. Exempt employees may be permitted to accumulate or "bank" up to 60 hours of compensatory time with pre-approval from their supervisor; however exempt employees shall not be eligible to receive pay for compensatory time hours on the books during employment. Rather, exempt employees may utilize accumulated compensatory time hours only in the form of time off in accordance with established vacation utilization procedures. Accrued compensatory time off, if available, shall be used first before using vacation leave balances. Exempt employees shall be entitled to carry over unused accumulated compensatory time hours from one fiscal year to the next. If an employee leaves Authority employment before exhausting compensatory leave balances, the remaining compensatory leave balance will be paid off in the separating employee's final paycheck.
3. *Approval of Use.* Use of compensatory time must be pre-approved by the employee's Supervisor/Manager/Department Director prior to commencing use for all employees. Compensatory time shall not be used for injury or illness-related absences in lieu of sick leave when sick leave is available unless otherwise required by state or federal law.

SECTION 13. EXCEPTIONAL PERFORMANCE AWARDS

Consistently exceptional performance may be recognized in the form of an Exceptional Performance Award. The provision of such an award shall be a discretionary action requiring review and approval of the Executive Director. An Exceptional Performance Award may be made on a one-time, lump sum basis during any fiscal year and is dependent upon the availability of funds as determined by the Executive Director and Chief Financial Officer. An Exceptional Performance Award may be

granted to an employee in addition to a merit salary increase. The Authority's ability to provide Exceptional Performance Awards is contingent upon the availability of funding guaranteed through employee productivity.

A. Annual Initiation of Program.

On a fiscal year basis, the Chief Financial Officer, with the approval of the Executive Director, shall determine whether sufficient funding has been received within the Authority to initiate the Exceptional Performance Award program for that particular fiscal year. If a determination is made that funds are available, the Executive Director shall issue a memorandum to supervisory staff advising of such and the time period during which recommendations for Exceptional Performance Awards will be considered.

B. Amount of Award.

An employee may receive a one-time, lump sum Exceptional Performance Award of up to eight percent (8%) of his/her annual regular earnings from Tri-City during the previous fiscal year.

C. Eligibility.

To be eligible for an Exceptional Performance Award an employee shall have completed the probationary period with at least 12 months of full-time service with the Authority. However, under rare special circumstances, the Executive Director may authorize an Exceptional Performance Award for an employee who has not yet completed the probationary period and 12 months of employment with the Authority.

An employee who has informed the Authority of his/her intent to resign or retire from employment with Tri-City shall not be eligible to receive an Exceptional Performance Award. To be eligible, an employee must consistently exceed performance level standards.

D. Justification.

An Exceptional Performance Award may be granted to recognize an employee's excellent job performance which has produced increased productivity or efficiency, has been above and beyond the call of duty and/or is consistently maintained at an outstanding level.

To receive an Exceptional Performance Award, an employee must be recommended as a recipient in a memorandum written to the Executive Director by the employee's supervisor or department head. The justification memorandum to the Executive Director shall describe in detail the employee's accomplishments in one or more of the following categories:

1. Submittal of ideas and/or taking action that has resulted in increased productivity and/or efficiency.
2. Outstanding actions that have brought credit to the Authority, or improved its services and/or image.
3. An option or actions performed that would not normally be expected of the employee's classification and performance of them in an outstanding manner;
4. Within the employee's area of responsibility, there is a consistent, high level of productivity and/or efficiency with repeated successful implementation of outstanding work products;

5. Extraordinary effort, diligence, courage, patience, empathy or creativity;
6. Commitment of the employee's own time to the benefit of the Authority.

E. Executive Director Approval.

The provision of an Exceptional Performance Award requires the written approval of the Executive Director. Such approval may be granted to eligible employees only in instances in which funds are available and justification is provided based on a written recommendation in the form of a memorandum to the Executive Director that complies with the requirements set forth in sub-section D in this Section.

SECTION 14. BILINGUAL INCENTIVE PAY

The Authority will provide bilingual incentive pay to qualified employees who have the ability to fluently converse in one of the following languages: Spanish, Cambodian, Vietnamese, Cantonese, Korean, Mandarin, any of the Asian languages, and uses the language in his/her work in accordance with operational guidelines in effect established by the Executive Director and Director of Clinical Program Services. Bilingual incentive pay shall be in the amount of \$0.50 per hour totaling in \$1,040 per year. Department Directors reserve the right to repeal bilingual incentive pay at any time depending on the need of the Department and/or position. The Authority reserves the right to establish standards and procedures to determine if an affected employee is qualified to receive such compensation. The Authority additionally reserves the right to review and expand the category of accepted languages that would qualify for bilingual pay. Bilingual incentive pay will take effect at the beginning of the pay period following all completed qualifications and approvals.

SECTION 15. EMPLOYEE REFERRAL FEE PROGRAM

The Authority is always looking for qualified employees and appreciates recommendations made by existing employees. If a current staff member recommends someone who is hired on a full-time, permanent basis, they will receive a referral fee totaling up to \$400. The Authority may from time to time, however, pay a higher referral fee for particular positions as approved by the Executive Director. The first \$200 will be paid when the referral commits to the offer and actually starts working for the Authority. The newly hired employee must fill out a form stating who referred them on their first day of employment. The second \$200 will be paid when that referral completes probation. This amount may be changed from time to time depending on existing market conditions.

SECTION 16. ON CALL PAY

Certain staff members are required to be available after-hours on a rotating basis. These staff members receive an annual on-call pay. In addition, if staff is called to come into the office, they will be paid for hours actually worked, including travel time to and from their home. Department Directors reserve the right to repeal On-Call pay at any time depending on the need of the Department and/or position. (Refer to On-Call Pay Policy & Procedure for further details.)

SECTION 17. INSURANCE BENEFITS

The Authority will make available group insurance benefits to full-time employees in accordance with resolutions adopted by the Governing Board and as required by law. The Authority pays a percentage of the premiums with the employee paying the remaining percentage. Employees may opt for coverage through a health insurance exchange. Employees who decline medical insurance plan coverage shall receive an Health Incentive Plan in lieu payment of \$150 per month over 24 pay periods. All declining employees must provide proof of alternative insurance coverage to be eligible for this payment.

An open enrollment period will occur each year prior to the effective date of each policy. Only during this time may the employee change insurance plans. An exception occurs if the employee claims a qualifying event affecting his/her family, then enrollment will be the first of the next month.

Tri-City provides term life insurance and accidental death and dismemberment policies, including short-term and long-term disability insurance. Additional voluntary (employee-paid) group rate supplemental plans are available through American Fidelity. American Fidelity also provides a Medical Expense and Dependent Care Flexible Spending Account, an IRS Code Section 125 benefit plan. Benefits for new hires receiving coverage and their dependents, are effective the first day of the calendar month following the employee's hire month.

Pursuant to the Patient Protection and Affordable Care Act ("ACA"), the Authority shall not retaliate against any employee who receives health insurance premium tax credits or a subsidy in the health insurance exchange; reports potential violations of protections afforded under Title I of the ACA; testifies, assists or participates in a proceeding concerning such violation; or objects to, or refuses to participate in, any activity, policy, practice, or assigned task that the employee reasonably believes to be a violation of any provision of Title I of the ACA.

SECTION 18. MEDICARE

All employees hired after April 1, 1986, will have 1.45 percent of their base salary deducted from their paycheck to be paid to Medicare. The Authority will match the 1.45 percent, as mandated by law.

SECTION 19. PAY PERIOD

The compensation due to all employees of the Authority shall be on a bi-weekly basis.

SECTION 20. PAY DAYS

The payment of compensation, as well as paystubs, shall be made available by the Authority to employees on the pay date, the Friday following the completion of each bi-weekly pay period. In the event that a pay date falls on a holiday, payment of compensation (as well as pay stubs) shall be made available to the Authority employee on the first work day preceding the holiday.

SECTION 21. TIME ENTRY

Time entry into Workforce Now (the System) is to be completed and approved by the employee and the employee's time and attendance supervisor no later than 11 am on the Monday following the completion of each bi-weekly pay period (Approval Deadline).

The employee's approval of their timecard indicates their attestation to the accuracy and completeness of their recorded hours. The time and attendance supervisors' approval of employees' timecards indicates their attestation to the accuracy and completeness of the employees' recorded hours.

Exempt and non-exempt employees shall be compensated based on the approved hours as recorded within the System. Modification of hours subsequent to the approval deadline (as noted above) will have to be documented and approved by the employee requesting the change and their time and attendance supervisor. These modifications will be applied to the subsequent pay period.

SECTION 22. LICENSURE / CERTIFICATION INCENTIVE PAY

For full-time staff who are preparing to get licensed or certified, Tri-City will pay up to \$250 per calendar year for the cost of the class or workshop that is related directly to getting the license or certification. The license and certification must require continuing education units (CEUs) and be approved by the Department Head as having value to the Authority and relative to the employee's job classification, fees associated with registering/sitting for the exam are not covered.

Employees in the Psychiatrist classification refer to the Psychiatrist Resolution.

SECTION 23. LICENSE / REGISTRATION RENEWAL PAY

Tri-City will pay for the licensure and registration renewal fees for full-time staff whose duties require a license.

Employees in the Psychiatrist classification refer to the Psychiatrist Resolution.

RULE VI. LEAVE BENEFITS

SECTION 1. VACATION

This section applies to all full-time, regular employees employed by the Authority with the exception of Executive Management. Executive Management vacation leave benefits are covered under the Executive Management Resolution.

A. Basis of Accrual.

Every full-time regular employee shall be entitled to a paid vacation leave following 6 months of full-time, continuous service with the Authority. Accrual shall take place on a bi-weekly basis as defined below:

<u>Longevity</u>	<u>Accrual</u>	<u>Longevity</u>	<u>Accrual</u>
0-2 Years	80 Hours	5-9 Years	128 Hours
3-4 Years	104 Hours	10+ Years	168 Hours

Vacation accrual shall be prorated for employees who begin or terminate their employment in the middle of the pay period. For purposes of this section, continuous service shall include time in which an employee is on authorized leave of absence with pay. Vacation leave will not accrue during leaves of absence without pay unless required by law.

B. Vacation Accrual.

All full-time employees shall be entitled to accrue vacation up to a maximum of 240 hours. No additional vacation hours can be accumulated until balance is below 240 hours.

Supervisors shall encourage the taking of accrued vacation leave within the calendar year earned.

C. Effects of Holiday on Vacation Leave.

In the event one or more authorized Authority holidays fall within a vacation leave, such holiday shall not be charged as vacation leave.

D. Effects of Sick Leave on Vacation Leave.

In the event an employee becomes ill during his/her vacation period, such time shall not be charged as vacation leave, upon approval of the supervisor or Human Resources Department, if the following conditions are met:

1. Notice is given immediately to the employee's supervisor or the Human Resources Department. Sick leave will only be granted for those days on which notice is given or which follow notice to the Authority; and
2. Upon request, the employee submits a doctor's certificate for the period of sick leave. A doctor's note will not be required except as described in the Sick Leave policy contained in these Personnel Rules and Regulations.

E. Scheduling Vacations.

An employee may request his/her annual vacation leave at any time during the year, contingent upon determination by his/her supervisor that such absence will not adversely affect the department.

Each employee must consider the needs of the service when requesting annual vacation leave. An employee shall request vacation time off through the ADP timesheet process.

F. Vacation Accrual Cash Out.

An employee may request a "Vacation Cash Out" of a maximum of eighty (80) accrued vacation hours during any fiscal year. Eligibility Criteria for a vacation accrual cash out are as follows:

1. The employee must be regular, full-time employee, who has completed his or her initial probationary period, if applicable.
2. A vacation accrual balance of 40 hours will remain following the completion of the cash-out request.

Employees who meet the Eligibility Criteria for a Vacation Cash Out should complete and submit a Vacation Accrual Cash-Out Request Form available on Summit. Human Resources and Finance will review the request for approval or denial. Only full hour increments of accrued vacation leave may be requested. Vacation Accrual Cash-Outs will be paid out at the base rate of pay plus bilingual incentive pay, if applicable. Approval of an employee's Vacation Cash Out request will be limited to time periods during which an adequate cash flow is available to Tri-City to accommodate potential requests by multiple employees as determined by the Chief Financial Officer.

Employees are not permitted to cash out more than 80 hours of vacation accruals during any one fiscal year (July 1-June 30).

G. Payment Upon Separation.

An employee separated from Authority service shall receive full compensation for accumulated vacation hours on the books at the employee's then current salary rate.

SECTION 2. SICK LEAVE

This section applies to all full-time and part-time employees employed by the Authority with the exception of Executive Management. Executive Management sick leave benefits are covered under the Executive Management Resolution.

A. Accrual of Sick Leave for Full-Time Employees.

Every full-time probationary, regular, and provisional (interim) employee shall accrue sick leave at the rate of 88 hours per year. Sick leave shall accrue on a bi-weekly basis, beginning on the first day of employment and shall be prorated when an employee begins or terminates his/her employment in the middle of a month. Sick leave is not a leave which an employee may use at his/her discretion, but shall be allowed only as provided in this Section or as indicated by federal or state law.

B. Accrual of and Eligibility for Sick Leave for Part-Time and Temporary Employees.

Effective January 1, 2024, any existing part-time or temporary employees not otherwise provided paid sick leave shall be granted 40 hours of sick leave for use during the calendar year. Every year thereafter, on the first pay period in January, each covered employee shall receive an annual grant of 40 hours of sick leave for use during that calendar year. New hires shall receive an annual grant of 40 hours of sick leave upon the 90th day of employment at which time they are also eligible to use said sick leave.

This sick leave entitlement shall be reflected on the covered employee's regular pay stub. This annual grant does not rollover to the next calendar year and is not paid out upon separation from employment, promotion, or reclassification into a full-time classification. An employee who is promoted or reclassified from a part-time or temporary classification into a regular, full-time classification, will cease to be eligible for the annual front load grant of 40 hours of sick leave under this section and will assume the accrual of sick leave for full-time employees as outlined in the Authority's Personnel Rules and Regulations, Rule VI, Section 2.A. Any remaining hours not used prior to the promotion or reclassification from the annual front load grant of 40 hours will be forfeited.

Unused sick leave will be restored if a part-time or temporary employee separates from Tri-City but returns to work for Tri-City, in any position, within 12 months. Tri-City will comply with California law regarding sick leave for part-time employees in accordance with Labor Code section 245.5, 246, and 246.5.

C. Accumulation of Sick Leave for Full-Time Employees.

Sick leave may be accumulated indefinitely without limitation during the employee's full-time employment with the Authority.

D. Use of Sick Leave.

Employees may use sick leave for the following reasons:

1. For the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.
2. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's immediate family member (child of any age or dependency status, spouse, registered domestic partner, parent, parent-in-law, grandparent, grandchild, or sibling).
3. For an employee who is a victim of domestic violence, sexual assault, or stalking to:
i) 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; ii) obtain medical attention or psychological counseling services from a shelter, program or crisis center; or iii) participate in safety planning or other actions to increase safety.

A full-time employee's use of one half of his or her annual accrued sick leave in a calendar year for the uses provided in this Section will be considered "Protected Sick Leave" in accordance with California Labor Code section 233.

E. Notification and Proof of Illness.

In order to be paid for time while absent from duty on sick leave, if the need for sick leave is foreseeable, the employee must notify his/her immediate supervisor prior to the time set for the beginning of his/her regular duties. If the need for sick leave is unforeseeable, the employee must notify his/her immediate supervisor of the need for leave as soon as practicable.

The Authority may require a full-time employee (or a part-time employee accruing sick leave) to provide a physician's certification to support any absence that involves the illness of the employee or family member if the Authority suspects that there is an abuse of sick leave by the employee. The Authority may also require such certification regarding sick leave use at any time to the extent permitted by law.

All employees who use paid leave to address issues related to domestic violence, sexual assault or stalking, and who cannot provide advance notice of their need for leave, must provide certification of the need for leave within a reasonable time thereafter.

F. Payment Upon Separation.

Upon separation of employment from the Authority, a terminating full-time employee shall receive payment for accumulated sick leave up to a maximum of 240 hours. In addition, an Employee who is separating from employment for the purpose of retirement under the California Public Employee's Retirement System (CalPERS) may request that accrued and unused sick leave be converted to CalPERS service credit in accordance with applicable state laws and regulations. If the employee is re-employed by the Authority within 12 months of separating, the employee shall be credited with prior accrued, unused sick time that has not been cashed out. Payment upon separation is made upon the next regularly scheduled Authority pay date.

SECTION 3. HOLIDAYS

A. Authorized Holidays.

Every full-time employee shall be entitled to the following paid holidays, and/or other days designated by action of the Governing Board.

1. New Year's Day (January 1st)
2. Martin Luther King Day (3rd Monday in January)
3. President's Day (3rd Monday in February)
4. Memorial Day (4th Monday in May)
5. Juneteenth (June 19th)
6. Independence Day (July 4th)
7. Labor Day (1st Monday in September)
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas Eve
11. Christmas Day

Two (2) Floating Holidays (16 hours per calendar year; prorated for new hires)

The Executive Director is empowered to determine whether the Authority shall observe special days of declaration by the President or Governor as a day of public fast, thanksgiving, mourning, or holiday, as well as determine if any other day shall be a holiday.

B. Use of Floating Holidays.

A floating holiday shall be scheduled in the same manner as vacations. The employee will request the Floating Holiday through the ADP timesheet process. Approval of the requested day off shall be contingent upon determination that the employee's absence will not adversely affect the operations of the department. A floating holiday not used during a calendar year will be cashed out on the last pay period of the calendar year. Upon separation of employment, any remaining floating holidays will be cashed out.

C. Weekends.

If a holiday falls on a Sunday, the following Monday will be observed as the holiday; or if the holiday falls on a Saturday, the Friday preceding will be observed as the holiday. Additionally, if the holiday falls on the employee's flex day, the employee shall take off another working day immediately preceding or following the holiday, with the supervisor's approval, preferably within the same week but may be within the same pay period.

D. Flextime and Holidays.

If an employee's regular day off ("RDO") falls on a scheduled paid holiday, the employee may take off the workday immediately preceding or immediately following the holiday as their RDO instead.

E. During Unpaid Leaves.

Holiday pay will not be provided during a period in which an employee is on unpaid leave or other absence in which regular compensation is not provided.

F. New Hires.

A new employee whose first working day is the day after a holiday shall not be paid for that holiday.

SECTION 4. COMPENSATORY TIME OFF

This section applies to all full-time, regular employees employed by the Authority with the exception of Executive Management. Executive Management vacation leave benefits are covered under the Executive Management Resolution.

Refer to Rule V. Section 12 (D) of these rules and regulations for policies governing the use of compensatory time. An employee who has requested the use of accumulated compensatory time shall be permitted to use such time within a reasonable period unless such scheduling will unduly disrupt the operations of the Authority. Upon separation of employment, any remaining compensatory time off will be cashed out.

SECTION 5. PREGNANCY DISABILITY LEAVE

This section applies to all eligible Authority employees.

The Authority will allow leave in accordance with the California Fair Employment and Housing Act (FEHA), if you are disabled by pregnancy, childbirth or related medical conditions. (Refer to Family Medical Leave/Pregnancy Disability Leave Policy II.09).

SECTION 6. FAMILY AND MEDICAL LEAVE / FAMILY RIGHTS ACT

This section applies to all eligible employees employed by the Authority.

The Authority will allow family medical leave for eligible employees in compliance with the federal Family and Medical Leave Act of 1993 and the California Family Rights Act ("CFRA"). California law shall prevail unless preempted by federal law. (Refer to Family Medical Leave/Pregnancy Disability Leave Policy II.09).

SECTION 7. BABY BONDING LEAVE

This section applies to all eligible Authority employees.

New-child bonding is part of CFRA and allows eligible employees to take up to 12 weeks of leave to bond with or care for a newborn child, a newly adopted child or a child newly placed in foster care. There is no requirement that either the employee or child have a serious health condition, nor must the employee be disabled by pregnancy, childbirth or a related medical condition before taking CFRA leave for reason of birth of the child. (Refer to Family Medical Leave/Pregnancy Disability Leave Policy II.09).

SECTION 8. MILITARY LEAVE

This section applies to all eligible Authority employees.

Military leave will be granted in accordance with state and federal law. An employee requesting leave for this purpose shall promptly provide the Department Director 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 Department Director may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

The Department Director shall advise Human Resources of such military orders immediately. Sick leave and annual vacation leave will accrue to the employee during the period he/she is on military leave in accordance with the Military and Veterans Code of the State. (Refer to Family Medical Leave/Pregnancy Disability Leave Policy II.09).

This provision shall not be construed to grant any other benefits, other than those provided by state and federal law, to employees who voluntarily join the armed services or who are called to full-time active duty in the armed services.

SECTION 9. LEAVE OF ABSENCE WITHOUT PAY

A. General Policy.

This policy shall not apply to any leave of absence required by law.

An employee may be granted a leave of absence without pay for up to 30 days upon the recommendation of his/her supervisor and approval of the Executive Director. A leave of absence in excess of thirty days may only be granted by the Department Director and Human Resources for any of the following reasons:

1. To take a course of study which will increase the employee's usefulness on return to his/her position in the Authority service;
2. For personal reasons approved by the Executive Director and Department Director. Use of a leave of absence for a purpose other than that requested may be cause for forfeiture of reinstatement rights. No leave of absence without pay shall be utilized to permit an employee to seek other employment or to permit an employee to engage in non-Authority employment where the employment is an internship.

B. Authorization Procedure.

Requests for leave of absence without pay shall be made upon the Request for Time Off Form and submitted to the Department Director for approval and shall state specifically the reason for the request, the date when it is desired to begin the leave and the probable date of return. The request shall be transmitted to the Executive Director for final approval. The action of the Executive Director shall be final. A copy of any approved request for leave of absence without pay shall be delivered promptly to Human Resources, Accounting, the Department Director and the employee.

C. Length of Leave and Extension.

A leave of absence without pay may be made for a period not to exceed one (1) year provided that the Executive Director and Department Head may extend such leave for an additional period not to exceed one (1) year. Procedure in granting such extensions shall be the same as granting the original leave provided that the request for extension is made no later than 30 calendar days prior to the expiration of the original leave.

D. Return From Leave.

When an employee intends to return from an authorized leave of absence without pay either before or upon the expiration of such leave, he/she shall contact his/her supervisor at least 14 calendar days prior to the day he/she plans to return.

The supervisor shall promptly notify the Department Director and Executive Director of the employee's intention. Failure on the part of the employee to report for work promptly at the date of leave expiration, or within a reasonable time after notice to return to duty, shall constitute a separation from service. Paid leaves, i.e., vacation, sick leave and holidays, and other similar benefits shall not accrue to an employee granted such leave during the period of absence. An employee on leave of absence does not have any of the privileges granted regular full-time employees, except as otherwise required by law. Unless required by law, the Authority will not maintain contributions toward group insurance or retirement coverage for the employee on such leave.

SECTION 10. BEREAVEMENT LEAVE

This section applies to all Authority employees.

Any accrued vacation, sick, compensation time or floating holiday pay can be used for Bereavement, but must be approved by the Supervisor. As employees are required to use their own time for Bereavement leave, employees shall request the time off through his or her Supervisor through the normal request for time off practice.

SECTION 11. WORKERS' COMPENSATION

This section applies to all eligible Authority employees.

All injuries sustained in the course of employment shall be reported as soon as practicable to the supervisor, who shall in turn immediately report the same to Human Resources or the Chief Operations Officer. In the event the employee is physically incapacitated in such a manner as to prevent submission of a report, the supervisor shall complete and forward the required form to Human Resources within 24 hours following the injury. Medical care and payments for temporary and permanent disabilities incurred in the course of employment shall be paid as prescribed by State law. Any regular employee shall continue to earn eligibility for consideration for merit salary increases during an absence resulting from an on-the-job injury providing he/she receives compensation payments under the provisions of the California Workers' Compensation Law. A probationary employee shall be entitled to the same benefits as a regular employee.

During the time the employee is in fully paid status while absent from work by reason of injury or illness covered by Workers' Compensation, he or she shall continue to accrue sick leave and vacation benefits as though he or she were not on leave of absence.

SECTION 12. EMPLOYEE TIME OFF FOR VOTING

This section applies to all Authority employees.

California Elections Code Section 14001 requires agencies to post a notice to employees advising them of provisions for taking paid leave for the purpose of voting in statewide elections. The notice must be posted ten (10) days before a state wide election. In general, a statewide election is defined as one in which all voters in the state have an opportunity to vote on at least one common race or issue. Employees are eligible for up to two (2) hours of paid time off for the purpose of voting only if they do not have sufficient time outside of working hours to vote. The intent of the law is to provide an opportunity to vote to workers who would not be able to do so because of their jobs. Voting hours are from 7:00 a.m. to 8:00 p.m. Employees can be given as much time as they need in order to vote, but only a maximum of two hours is paid. Employees must give notice to their supervisors at least two (2) working days prior to the statewide election that they will need additional time off for voting. Employees will be required to take the time off only at the beginning or end of the employee's shift.

SECTION 13. FAMILY SCHOOL PARTNERSHIP ACT/PARENTAL LEAVE

This section applies to all Authority employees.

An employee who is a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to one or more children in kindergarten or grades 1 to 12, inclusive, or attending a licensed child care facility, can take off up to 40 hours each year, not exceeding eight (8) hours in any calendar month of the 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, prior to taking the time off, must give reasonable notice to Tri-City of the planned absence. The employee shall utilize existing vacation, personal leave, or compensatory time off for purposes of the planned absence authorized by this section.

An employee may also utilize time off without pay for this purpose if approved by his/her supervisor. The supervisor may request the employee provide documentation from the school or licensed child care facility as proof that he or she participated in school or licensed child care facility activities on a specific date and at a particular time. If both parents, guardians or grandparents having custody work for the Authority at the same work site, only the first parent requesting will be entitled to leave under this provision. At the discretion of the Department Director(s), the Authority will allow both parents to take leave under this provision.

SECTION 14. JURY DUTY

It shall be the general rule to excuse employees of the Authority from regular responsibilities of their positions when called for jury duty for a period not exceeding 15 working days. No employee shall be disciplined or separated as a result of jury duty service. An employee who is summoned to serve on a jury must notify his or her supervisor or program manager as soon as possible after receiving notice of both possible and actual jury service in order to receive time off for the period of actual service required on such jury. The time spent off the job by the full-time, regular employee while actually serving on jury duty under the supervision of the court shall be compensated on a straight time basis, limited to the employee's normal workday schedule. The time spent on jury duty is not work time for purposes of calculating overtime compensation.

An employee excused from jury duty prior to the completion of his/her normal workday must return to work. All per diem reimbursement paid the employee by the court shall be endorsed to the Authority. It shall be the duty of the employee requesting compensation under this provision to present court verification of time and dates of such employee's jury duty. Failure to provide court verification of jury duty attendance for each day and any reimbursement of the court per diem to the Authority shall be cause for the Authority not to compensate the employee for jury duty.

SECTION 15. WITNESS LEAVE

This section applies to all Authority employees.

A. Subpoena.

An employee who is subpoenaed to appear in court in a matter regarding an event or transaction in the course of his or her Tri-City job duties will do so without loss of compensation. The time spent will be considered work time. The Authority will offset the amount from pay the employee receives for witness fees.

B. Exception for Employee-Initiated or Non-Authority Related Lawsuits.

An employee who is subpoenaed to appear or who appears in court in a matter unrelated to his or her Authority job duties or because of civil or administrative proceedings that he or she initiated does not receive compensation for time spent related to those proceedings. An employee may request to receive time off without pay, or may use accrued vacation for time spent related to those proceedings. The time spent in these proceedings is not considered work time.

SECTION 16. TIME OFF FOR VICTIMS OF VIOLENT CRIMES, STALKING OR DOMESTIC VIOLENCE

This section applies to all Authority employees.

- A. Any employee who is a victim of a crime that is a serious or violent felony, or a felony involving theft or embezzlement, may take leave from work to attend judicial proceedings related to that crime, if the employee provides the Authority a copy of the notice of the scheduled proceeding in advance. If advance notice is not feasible, the employee must provide the Authority, within a reasonable time after the leave is taken, documentation from the District Attorney, victim's rights office, or court / governing agency that shows that the judicial proceeding occurred when the leave was used. An employee who is an immediate family member of such a crime victim, including: a registered domestic partner; the child of the registered domestic partner; spouse; child; stepchild; brother; stepbrother; sister; stepsister; mother; stepmother; father; or stepfather of the crime victim is also entitled to leave from work to attend judicial proceedings relating to that crime. The leave is unpaid unless the employee elects to use accrued vacation, sick, or other paid leave, or compensatory time off.
- B. Any employee who is a victim of a crime listed in Labor Code section 230.5(a)(2)(A), may take leave from work to appear in court to be heard at any proceeding in which the right of the victim is at issue, if the employee provides the employer reasonable advance notice. If advance notice is not feasible, the employee must provide the Authority, within a reasonable time after the leave is taken, certification from a police report, a district attorney or court, or from a health care provider or victim advocate, that the employee was a victim of any of the crimes listed in Labor Code section 230.5(a)(2)(A). An employee who is a spouse, parent, child, sibling, or guardian of such a crime victim is also a victim who is entitled to this leave if the above notice or certification requirements are met. The leave is unpaid unless the employee elects to use accrued vacation or paid leave, or compensatory time off.

- C. Any employee who is a victim of domestic violence, sexual assault, or stalking, may take leave from work to obtain or attempt to obtain any relief, including, but not limited to: a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or his or her child, if the employee provides advance notice of the need for leave. If advance notice is not feasible, the employee must provide any of the following certifications within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse. The leave is unpaid unless the employee elects to use 2014 Healthy Workplaces sick leave (Labor Code § 246.5(a)(2)), accrued vacation or paid leave, or compensatory time off.
- D. Any employee who is a victim of domestic violence, sexual assault, or stalking, may take leave from work to attend to any of the following: obtaining medical attention or psychological counseling; obtaining services from a shelter, program or crisis center; or participating in safety planning or other actions to increase safety, if the employee provides advance notice of the employee's intention to take time off for these purposes. If advance notice is not feasible, the employee must provide any of the following to the Authority within a reasonable time after the leave: a police report indicating that the employee was a victim; a court order protecting the employee from the perpetrator; evidence from the district attorney or court that the employee has appeared in court; or documentation from a health care provider or counselor that the employee was undergoing treatment for physical or mental injuries or abuse. The leave is unpaid unless the employee elects to use 2014 Healthy Workplaces sick leave (Labor Code § 246.5(a)(2)), accrued vacation or personal leave, or compensatory time off.

SECTION 17. ADMINISTRATIVE LEAVE

This section applies to all Authority employees.

The Authority has the right to place an employee on leave at any time with full pay. An employee may be placed on administrative leave pending investigation of misconduct, potential disciplinary action, or other reasons that the Human Resources Manager, in his/her discretion, believes warrant such leave. Paid administrative leave is not considered a disciplinary action. As such, the employee has no right to appeal if placed on paid administrative leave.

RULE VII. EMPLOYEE DEVELOPMENT

SECTION 1. TRAINING

This section applies to all Authority employees.

A. Responsibility.

The responsibility for developing Authority-wide training programs for employees shall be assumed jointly by the Human Resources Department and department directors/managers. Training programs may include lecture courses, demonstrations, attendance at conferences, assignment of reading material, or such other programs as may be available for the purpose of improving the efficiency and broadening the knowledge of employees in the performance of their duties and responsibilities.

B. Orientation.

All new employees will be scheduled for the New Employee Orientation on their first day of hire, in order to receive an introduction to Authority employment. Representatives from each department will give an overview of how their department operates and how the various programs are integrated into their work. This includes an introduction to Tri-City, Revenue, review of the Recovery Model, Quality Assurance, Collaborative Documentation, information on the Wellness Authority and our Outreach programs. In addition, the new hire will receive HIPAA, Privacy and Security training, Safety training and information on Tri-City policies and procedures. During this period, employees will also be asked to complete new-hire forms and documents necessary to complete the hiring process and receive their Employee ID badge.

C. Mandatory All Staff Trainings.

1. All new hires will be assigned the following mandatory staff trainings. These trainings must be completed by the end of the employee's probationary period (with the exception of Sexual Harassment) and then annually as required. Certificates of Completion will be maintained in the HR Department on each employee.
 - a. Bloodborne Pathogens
 - b. Boundaries
 - c. Community Resiliency Model (CRM) Non-Clinical staff
 - d. Trauma Resiliency Model (TRM) Clinical staff
 - e. Crisis Prevention Institute (CPI) Non-violent Crisis Intervention Training
 - f. Cultural Diversity (Competency)
 - g. Mental Health First Aid (MHFA)
 - h. Motivational Interviewing (MI)
 - i. Sexual Harassment for Employees (Must be completed within the first 30 days of hire)
 - j. Sexual Harassment for Supervisors in California (Must be completed within first 30 days of hire)
 - k. Adverse Childhood Experiences (ACEs)
 - l. Human Trafficking: Sexual Exploitation
2. All existing staff will be assigned the following mandatory staff trainings. These staff should have completed all new hire trainings as listed in section C(I). Human Resources will notify all employees and their supervisors of any incomplete training assignments. Certificates of Completion will be maintained in the Human Resources Department on each employee.
 - a. Bloodborne Pathogens – annually
 - b. Cultural Diversity (Competency) - annually
 - c. HIPAA Privacy - annually
 - d. Sexual Harassment for Supervisors in California – bi-annually
 - e. Sexual Harassment for Employees in California – bi-annually

RULE VIII. SEPARATION

SECTION 1. RESIGNATION

Executive Management employees are excluded from this section.

An employee wishing to leave in good standing shall file a written resignation with his/her supervisor at least two (2) calendar weeks before leaving service, unless, because of extenuating circumstances, the supervisor agrees to permit a shorter period of notice. The written resignation shall be immediately forwarded to Human Resources. The filing of the written resignation with the supervisor shall be deemed official notice to and acceptance by the supervisor. Once a written resignation is tendered, the resignation may not be withdrawn by the employee without the consent of the supervisor. Once a resignation has been tendered, the Authority reserves the right to release the employees from duty at their discretion. The resignation of an employee who fails to give notice may be cause for denying future employment by the Authority. Payment for hours worked up to the resignation date will be paid at the next scheduled pay date.

All assigned Authority property and/or equipment in their possession or control must be returned on or before the last day of employment. This includes keys, employee identification badges, cell phones and other materials provided by the Authority.

All employees leaving the Authority service will be encouraged to participate in an exit interview. At the exit interview, employees will be advised of their rights on benefits and insurance. Employees will be given an opportunity to discuss their views on the Authority, their department, training, and other subjects upon which they would like to comment.

SECTION 2. RETIREMENT SYSTEM / RETIREMENT

This section applies to all Authority employees.

Regular full-time employees of the Authority or part-time employees employed over 1000 hours in a fiscal year, as a condition of employment shall become members of the California Public Employee's Retirement System (CalPERS), in accordance with the existing legislation governing retirement. The Authority participates in the two percent (2%) at 62 Plan for those hired on or after January 1, 2013. Employees hired prior to January 1, 2013 participate in the 2% at 55 plan. Employees contemplating retirement should contact Human Resources at least 90 days prior to their anticipated retirement date.

SECTION 3. LAYOFF PROCEDURES

This section applies to all full-time, regular Authority employees.

- A. The Authority may layoff any employee(s) due to termination of a position, termination of the program to which the position is assigned, lack of work, or lack of funds. This is not a disciplinary or punitive action and shall not be subject to administrative appeal. In the event that the Authority determines that a reduction in the work force is necessary, full-time regular employees shall be deemed to have seniority over part-time, hourly employees.
- B. Whenever possible, employees to be laid off shall be given at least 30 calendar days prior notice. The employee shall be advised in writing by the Human Resources Department of any and all rights available to employees scheduled to be laid off.

- C. Employees in the classification, program, and/or department that have been reduced will be laid off in accordance with their classification, seniority, funding, grant and/or special project training. When two or more employees have relatively equal skills, qualifications and ability to perform the work without further training, the employee(s) with the least seniority in the affected classification will be laid off first.

SECTION 4. EXTENDED BENEFITS – COBRA

This section applies to all eligible Authority employees.

The Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) provides for the temporary continuation of health care coverage. COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a “qualifying event.” After a qualifying event, COBRA continuation coverage must be offered to each person who is a “qualified beneficiary.” You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

When the qualifying event is the death of the employee, the employee’s becoming entitled to Medicare benefits (under Part A, Part B, or both), your divorce or legal separation, or a dependent child’s losing eligibility as a dependent child, COBRA continuation coverage lasts for up to a total of 36 months.

When the qualifying event is the end of employment or reduction of the employee’s hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare eight (8) months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus eight [8] months). Otherwise, when the qualifying event is the end of employment or reduction of the employee’s hours of employment, COBRA continuation coverage generally lasts for only up to a total of 18 months.

RULE IX. DISCIPLINE

SECTION 1. DISCIPLINARY AND APPEALS PROCEDURES

A. Excluded Positions.

The disciplinary and appeals procedures set forth in this section do not pertain to Executive Management and employees that are specifically excluded from the competitive service as listed in Rule II, Section 1 of these rules and regulations. In addition, any regular employee who is exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) is not subject to any disciplinary penalty which is inconsistent with his or her FLSA overtime-exempt status.

B. Notification and Approval of Department Directors

The Supervisor must notify and receive approval from the appropriate Department Director (e.g. Director of Clinical Program Services, Chief Financial Officer, Chief Operations Officer, Chief Compliance Officer, Director of MHSA and Ethnic Services, and Medical Director) and HR prior to proposing or imposing any personnel action or discipline as it pertains to Rule IX of these Rules and Regulations.

C. Basis For Disciplinary Action.

The tenure of employment at the Authority shall be based on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action, which shall be commensurate with the seriousness of the offense and with due consideration of the employee's performance record. Although not an all-inclusive list, the following are examples of infractions which will result in disciplinary action up to, and including, dismissal:

1. Dishonesty – Including, but not limited to, falsification of records, billing claims, or timesheets, willful omission of information, misrepresentation of a material fact, etc.
2. Theft.
3. Unsatisfactory job performance, incompetence, inefficiency or negligence in the performance of duties, including failure to perform assigned task or failure to discharge duties in a prompt, competent and responsible manner.
4. Intemperance.
5. Discourteous or offensive treatment of the public or other employees.
6. Failure to cooperate with employee's supervisor or fellow employees.
7. Disobedience, insubordination or insulting or demeaning the authority of a supervisor or manager.
8. Reporting to work under the influence of drugs, controlled substances or alcohol or possessing, transferring, selling or using drugs, controlled substances or alcohol in Authority offices, vehicles, work areas, or on Authority property during work hours including paid or unpaid break periods.
9. Unexcused absence.
10. Excessive and/or patterned absenteeism or tardiness.
11. Violation of any Authority Personnel Rule or Regulation or Authority Policy and Procedure, including but not limited to those contained in this manual.
12. Violations of rules, regulations, orders, or directives established by a supervisor.

13. Conviction of a felony that has a nexus to the employee's job duties. The record of conviction shall be conclusive evidence of the fact that the conviction occurred. Human Resources may inquire into the circumstances surrounding the commission of the crime in order to fix the degree of discipline. A plea or verdict of guilty, conviction showing a plea of nolo contendere is deemed to be a conviction within the meaning of this section.

Human Resources may, in its sole discretion, take disciplinary action upon the conviction of the offense, when the time for appeal has elapsed, or when order granting probation is made suspending the imposition of sentence, irrespective of a subsequent order under the provisions of section 1203.4 of California Penal Code allowing such person to withdraw his/her plea and enter a plea of not guilty, or setting aside a verdict of guilty, or dismissing the accusation or indictment.

14. Misuse, abuse or unauthorized use of Authority property, including, but not limited to physical property, tools, equipment, Authority communications systems, Authority vehicles, intellectual property or certifications.
15. Mishandling of public funds.
16. Substandard job performance.
17. Disciplinary action by a licensing board in connection with a job related license.
18. Verbal or physical abuse and/or harassment.
19. Failure to submit timesheets in a timely manner.
20. Failure to meet established productivity standards.
21. Failure to comply with service documentation standards, including failure to possess, keep in effect, or report loss of any license, certificate or other similar requirement specified in the employee's job description.
22. Breach of Acceptable Use Agreement for improper use of Authority Information Technological equipment.
23. Unauthorized disclosure or release of health information¹ that relates to any individual served by the Authority.
24. Use of leave in a manner not authorized or provided for pursuant to Authority policies.
25. Unapproved outside employment or activity that violates the Authority's policy, or other enterprise that constitutes a conflict of interest with service to the Authority.
26. Any conduct that impairs, disrupts, or causes discredit to the Authority, the employee's Authority employment, to the public service, or other employee's employment.

¹ "Health Information" means any information, whether oral or recorded in any form or medium that: (a) is created or received by Tri-City Mental Health Authority; and (b) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future for the provision of health care to an individual. (45 CFR Part 164.530 (e) (i))

27. Abusive conduct, including malicious verbal, visual or physical actions, or the gratuitous sabotage or undermining of a person's work performance.
28. Failure to comply with OSHA Safety Standards and Authority safety policies.
29. Working overtime without prior authorization or refusing to work assigned overtime.
30. Carrying firearms or other dangerous weapons on Authority premises at any time, unless authorized to do so.
31. Horseplay or fighting.
32. Abuse of Company Time – excessive time spent on non-work related issues, including internet/phone usage and/or socializing.
33. Retaliation - It is illegal and inappropriate to retaliate against any person who has participated in complaining or providing information regarding allegations of misconduct.

D. Types of Discipline.

The types of personnel actions or discipline, which may be taken, in reverse order of severity, are (dismissal, demotion, reduction in step within a range, suspension, and written and verbal reprimand):

1. *Dismissal.* The discharge of an employee from the Authority service. Documents related to discharge shall become a part of an employee's personnel file when the discipline becomes final. A discharged employee is entitled to prior written notice and appeal as provided herein.
2. *Demotion.* Demotion without consent as a disciplinary action shall be reduction in classification or rank to a lower classification or rank with reduction in salary. Documents related to a demotion shall become part of the employee's personnel file when the discipline is final. An employee subject to demotion will be entitled to prior written notice and appeal as provided herein.
3. *Reduction in Salary.* The reduction of pay within the salary range. The maximum reduction in pay that may be given for any one disciplinary action shall be ten percent (10%) within the range for that class. Reduction in pay shall become effective on the first day of the pay period following the effective date of the disciplinary action. Reduction may be made on a regular or temporary basis. Documents related to a reduction in pay shall become part of the employee's personnel file when the discipline becomes final. An employee subject to a reduction in pay is entitled to prior written notice and appeal as provided herein.
4. *Suspension.* Any person holding the position of employment in the competitive service shall be subject to disciplinary suspension without pay not to exceed 30 cumulative days in a 12 month period. Documents related to a suspension shall become part of the employee's personnel file when the discipline is final. An employee subject to suspension will receive prior written notice and appeal as provided herein.

5. *Written Reprimand.* An official notification in writing by the immediate supervisor to the employee that there is cause for dissatisfaction with his/her performance or behavior and that further disciplinary action may be taken if the cause is not corrected. Written reprimand shall be made a part of the employee's official personnel record and may not be appealed. The employee has the right to have a written response attached to the reprimand in the employee's personnel file if the response is submitted to the Human Resources Department within ten (10) working days of the date the reprimand was received.
6. *Verbal Reprimand.* An oral warning or statement of dissatisfaction with employee's performance or behaviors. A verbal reprimand will be memorialized in writing and retained in the supervisor's file until the completion of the evaluation year and documented in the performance evaluation, as the supervisor deems necessary. A verbal reprimand may not be appealed under this policy. Aside from the performance evaluation, no record of the verbal reprimand is placed in the employee's personnel file unless subsequent more severe disciplinary action is taken.

E. Procedures For Discipline.

Respective levels of disciplinary actions will be imposed based upon the seriousness of the employee's disciplinary problem. However, a higher level of disciplinary action may be imposed for serious violations of policy, repeated or chronic minor offenses which have resulted in previous lower level disciplinary action, or based upon a history of repeated offenses discovered by the supervisor.

1. *Verbal Reprimand.* The supervisor will notify the employee of the specific performance and/or behavioral deficiencies and the efforts to be undertaken to correct them. Following the verbal reprimand the supervisor will submit a memorandum to the employee which documents the matters discussed, the employee's response and the understanding reached. The memorandum shall include a statement that this memorandum will not be included in the employee's personnel file unless the matters of concern are not satisfactorily resolved and more severe disciplinary action is subsequently taken.
3. *Written Reprimand.* When a written reprimand is given it shall be in writing. The immediate supervisor shall give the employee a copy and forward a copy to Human Resources for retention in the employee's official personnel file. A written reprimand shall contain a description of the events which necessitated the action, specific expectations for change by the employee, how the supervisor will assist, and notice of further action in the event that a change by the employee does not occur.

Employee's Response and Opportunity to Respond to Written Reprimand.

Written reprimands may not be appealed. Full-time regular employees who have received a written reprimand may present a written response to the reprimand and have the written response placed in the personnel file.

Any written response must be submitted to the Human Resources Department within ten (10) working days of receipt of the written reprimand to be included in the employee's personnel file.

4. **Skelly Process.** Pre-Disciplinary Procedure for Discharge, Demotion, Reduction in Salary or Suspension without Pay.

Only regular, for-cause employees have the right to the conference and appeal processes outlined in this Section. At-will employees and those persons in positions identified in Rule II, Section 1 of these Rules are not entitled to the procedures outlined in this Section.

- a. **Notice of Intent to Discipline.** The employee will be provided a written notice of intent to discipline that contains the following:

- ii. The level of discipline intended to be imposed;
- iii. The specific charges upon which the intended discipline is based;
- iv. A summary of the facts upon which the charges are based;
- v. A copy of all materials, reports, or documents upon which the intended discipline is based;
- vi. Notice of the employee's right to respond to the charges within five (5) working days from the date of the Notice, either by requesting a conference, or by providing a written response, or both;
- vii. Notice of the employee's right to have a representative of his or her choice at the conference, should he or she choose to respond orally; and
- viii. Notice that the failure to respond at the time specified shall constitute a waiver of the right to respond prior to the imposition of discipline.

- b. **Employee's Response and the Skelly Conference.**

- i. If the employee requests an informal conference timely (within five (5) working days from the date of the Notice of Intent) to respond orally to the charge(s), the conference must be scheduled at least seven (7) working days from the date of the employee's official request. The conference will be an informal meeting with the supervisor and Human Resources, at which the employee has an opportunity to rebut the charges against him or her and/or present any mitigating circumstances, and shall have the right to representation. This is not intended to be an adversarial hearing. The employee will not have the opportunity to cross examine the Authority nor to present a formal case in opposition to the proposed discipline.
The supervisor will consider the employee's presentation before any final decision is made on the proposed disciplinary action.
- ii. The employee's failure to make an oral response at the arranged conference time, or the employee's failure to cause his or her written response to be delivered by the date and time specified in the notice, constitutes a waiver of the employee's right to respond prior to the imposition of the discipline. In that case, the decision on whether disciplinary action shall be made without any response from the employee.

c. Final Notice of Discipline.

- i. Before issuing the final notice, the immediate supervisor shall consult with the Human Resources Department, and at Human Resources discretion, may also consult with legal counsel. Within ten (10) working days of receipt of the employee's timely written response, within ten (10) working days of the informal conference, or within ten (10) working days after the expiration of the employee's time to respond to the Notice of Intent, whichever comes last, the immediate supervisor, with the approval of the Human Resources Department, will:
 - (1) Dismiss the notice of intent and take no disciplinary action against the employee,
 - (2) Modify the intended disciplinary action, or
 - (3) Impose the disciplinary action as originally proposed.
- ii. In any event, the supervisor will prepare and 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 upon which the charges are based;
 - (4) A copy of all materials, reports, or documents upon which the discipline is based; and
 - (5) A statement of the nature of the employee's right to appeal and the deadline to appeal.

F. Evidentiary Appeal Procedure Following Disciplinary Action for Discharge, Demotion, Reduction in Salary or Suspension without Pay.

Only regular, for-cause employees have the right to the conference and appeal processes outlined in this Section. At-will employees and those persons in positions identified in Rule II, Section 1 of these Rules are not entitled to the procedures outlined in this Section.

1. *Employee's Right to Appeal.* A regular, for-cause employee may appeal the final notice of discipline in the form of suspension without pay, demotion, reduction in pay, or discharge by delivering a written answer to the charges and a request for appeal to the Human Resources Manager or designee, who will forward the appeal to the Executive Director. The written answer and request for appeal *must be received* no later than five (5) working days from:
 - a. receipt of the final notice of discipline; or
 - b. the date of attempted delivery by the post office or delivery service of the notice to the last known address of the employee. If the employee fails to timely submit a written request for appeal, the employee's right to appeal is waived and the action of the Authority shall be considered conclusive and shall take effect as prescribed.

2. *Date and Time of the Appeal Hearing.* Once the Appeal Hearing Officer has been designated, the Executive Director 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. An employee who, having filed a timely written answer and request for appeal, has been notified of the time and place of the appeal hearing, and who fails to appear personally at the hearing, may be deemed to have abandoned his or her appeal. In such a case, the Executive Director may dismiss the appeal.
3. *Hearing Officer.* In his or her sole discretion, the Executive Director may:
 - a. Serve as the Hearing Officer and choose to hear the evidentiary appeal directly, or
 - b. He or she may authorize the Authority's retention of an independent, mutually agreeable, Hearing Officer to hear the appeal and make a recommendation to the Executive Director.

Should a Hearing Officer be retained, the Hearing Officer's decision shall be advisory only. The Hearing Officer may recommend to the Executive Director sustaining, rejecting, or modifying the disciplinary action invoked against the employee, but in no case may the Hearing Officer's recommendation impose greater discipline upon the employee. The decision of the Executive Director shall be final and conclusive administrative action.

4. *Identification of Issues, Witnesses and Evidence.* Not later than ten (10) days prior to the appeal hearing, each party will provide each other and the Hearing Officer with a statement of the issues to be decided, a list of all witnesses to be called (except rebuttal witnesses), a brief summary of the subject matter of the testimony of each witness, and a copy of all evidence (except rebuttal evidence) to be submitted at the hearing. Neither party will be permitted to call any witness during the hearing who has not been identified pursuant to this section, nor use any exhibit not provided pursuant to this section, unless that party can show that they could not have reasonably anticipated the need for the witness or exhibit.
5. *Conduct of the Appeal Hearing.*
 - a. **Subpoenas.** The Executive Director has authority to issue subpoenas in the name of the Authority prior to the commencement of the hearing. Each party is responsible for serving his/her/its own subpoenas. Tri-City employees who are subpoenaed to testify during working hours will be released with pay to appear at the hearing.

Tri-City employees who are subpoenaed to testify during non-working hours will be compensated for the time they actually testify unless Tri-City agrees to a different arrangement.
 - b. **Continuances.** The Hearing Officer may continue a scheduled hearing only upon good cause shown.
 - c. **Record of the Proceedings.** All disciplinary hearings may, at the discretion of the parties, be either recorded by a court reporter or tape recorded. Any party who requests a transcript of the proceedings must pay for his/ her/ its own copy of a transcript.

- d. **The Hearing Officer's Authority During the Hearing.** The Hearing Officer has the authority to control the conduct of the hearing and to recommend to the Executive Director to affirm, modify, or revoke the discipline.
- e. **Conduct of the Hearing.**
 - i. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner the Hearing Officer decides is the most conducive to determining the truth.
 - ii. Any relevant evidence may be admitted if it is the type of evidence upon which responsible persons are accustomed to rely upon in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.
 - iii. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding, unless such evidence would be admissible over objection in civil actions. An objection is timely if made before submission of the case.
 - iv. The rules dealing with privileges shall be effective to the same extent that they are now or hereafter may be recognized in civil litigation.
 - v. Irrelevant and unduly repetitious evidence may be excluded by the Hearing Officer.
 - vi. The Hearing Officer shall determine relevance, weight and credibility of testimony and evidence.
 - vii. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon the request of either party.
 - viii. All witnesses shall be administered the oath to testify truthfully prior to testifying at the hearing. The Hearing Officer or the court reporter shall request each witness to raise his or her right hand and respond to the following: "Do you swear or affirm that the testimony that you are about to give at this hearing is the truth, the whole truth, and nothing but the truth?"
- f. **Burden of Proof at the Hearing.** The Authority has the burden of proof of the factual charges by a preponderance of the evidence.
- g. **Right to Due Process.** The employee shall have the following due process rights during the hearing:
 - ii. The right to be represented by legal counsel or another chosen representative, at his or her own expense;
 - iii. The right to call and examine witnesses on his or her behalf;
 - iv. The right to introduce evidence;
 - v. The right to cross-examine opposing witnesses on any matter relevant to the issues;
 - vi. The right to impeach any witness regardless of which party first called him or her to testify; and
 - vii. The right to rebut evidence against him or her.

- h. **Hearing to be Closed to the Public.** The hearing will be closed to the public unless the employee requests that it be open.
- i. **Presentation of the Case.** The parties will address their remarks, evidence, and objections, to the Hearing Officer. All parties and their counsel or representatives shall not disparage the intelligence, morals, or ethics of their adversaries or of the Hearing Officer.

The Hearing Officer may terminate argument at any time and issue a ruling regarding an objection or any other matter. The Hearing Officer may alter the order of witnesses, limit redundant or irrelevant testimony, or directly question the witness. The hearing shall proceed in the following order unless the Hearing officer directs otherwise:

- i. The Department shall be permitted to make an opening statement.
 - ii. The employee shall be permitted to make an opening statement.
 - iii. The Department shall produce its evidence.
 - iv. The employee shall produce his or her evidence.
 - v. The Department, followed by the employee, may offer rebuttal evidence.
 - vi. Closing arguments of not more than 20 minutes by each party shall be permitted at the discretion of the Hearing Officer. The Department shall have the right to argue first, the employee may argue second, and the Department may reserve a portion of its argument time for rebuttal.
- j. **Written Briefs by the Parties.** The Hearing Officer or the parties may request the submission of written briefs. The Hearing Officer will determine whether to allow written briefs, the deadline for submitting briefs, and the page limit for briefs.

i. Written Findings and Decision.

- (1) **Independent Hearing Officer.** The Hearing Officer shall render a statement of written findings and recommendation to the Executive Director. The Hearing Officer's decision shall be advisory only.

The Hearing Officer may recommend to the Executive Director sustaining, rejecting, or modifying the disciplinary action invoked against the employee, but in no case may the Hearing Officer's recommendation impose greater discipline upon the employee.

The Executive Director shall review the Hearing Officer's findings and issue a final decision within 30 days after he or she receives the Hearing Officer's findings. The Executive Director's decision shall be conclusive, final and binding administrative action.

- (2) **Executive Director.** If the Executive Director heard the appeal directly, he or she shall render a statement of written findings and decision within 30 days after the hearing has been completed and the briefs, if any, have been submitted. The Executive Director's decision is conclusive, final and binding administrative action.

- k. Proof of Service of the Written Findings and Decision. The Executive Director shall send his or her final statement of written findings and decision, along with a proof of service of mailing, to each of the parties and to each of the parties' representatives. It shall be the responsibility of the employee to inform the Executive Director of his/her address. Copies shall also be distributed to the Human Resources Supervisor or Manager.
- l. Statute of Limitations. The Executive Director's written findings and decision is final administrative action. There is no process for reconsideration. Pursuant to Code of Civil Procedure section 1094.6, the parties have 90 days from the date of the proof of service of mailing of the written findings and decision to file a petition for writ of mandamus with the Superior Court, County of Los Angeles.

RULE X. RECORDS

SECTION 1. PERSONNEL FILE

A. Official File.

The Human Resources Department shall maintain the "official" personnel file for each employee. Information contained in these files shall include classification title, the department to which assigned, salary, changes in employment status, disciplinary actions, performance evaluations, commendatory materials, and such other information as is required by law or that may be considered necessary and relevant to the administration of Tri-City's personnel program. Personnel files are the property of Tri-City, and access to the information they contain is restricted to protect employee privacy interests.

1. Every appointment, transfer, promotion, demotion, change of salary rate, and other temporary or permanent changes in status of employees shall be reported to Human Resources for the employee, and shall be retained in the employee's "official" personnel file in the Human Resources Department.

B. Update of File.

It shall be the responsibility of each employee to keep his/her supervisor/manager notified (in writing) concerning any changes in his or her contact and benefits information, including: number and names of dependents, correct mailing address, telephone number, and the person to be contacted in case of an emergency.

C. Medical Information.

1. *Separate Confidential Files.* All medical information about an employee or applicant is kept separately and is treated as confidential, in accordance with applicable state and federal law.
2. *Information in Medical Files.* Tri-City will not obtain medical information about an employee or applicant except in compliance with the California Confidentiality of Medical Information Act. To enable Tri-City to obtain certain medical information, the employee or applicant may need to sign an AUTHORIZATION FOR RELEASE OF EMPLOYEE MEDICAL INFORMATION.

3. *Access to Medical Information.* Access to employee or applicant medical information shall be strictly limited to only those with a legitimate need to have such information for Tri-City business reasons, or if access is required by law, subpoena or court order. In the case of an employee with a disability, managers and supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations. Tri-City will not provide employee or applicant medical information to a third party (except as permitted under the California Confidentiality of Medical Information Act) unless the employee signs an AUTHORIZATION FOR RELEASE OF EMPLOYEE MEDICAL INFORMATION. Tri-City will release only the medical information that is identified in the employee's authorization. If the employee's authorization indicates any limitations regarding the use of the medical information, Tri-City will communicate those limitations to the person or entity to which it discloses the medical information.

D. References and Release of Information in Personnel Files.

1. *Public Information.* Upon request, Tri-City will release to the public information about its employees as required by the Public Records Act. Tri-City will not disclose personnel information if it believes doing so would constitute an unwarranted invasion of personal privacy.
2. *Reference Checks.* All requests from outside Tri-City for reference checks or verification of employment concerning any current or former employee must be referred to the Human Resources Department. Information will be released only if the employee signs an AUTHORIZATION FOR RELEASE OF EMPLOYMENT INFORMATION in the form attached to this rule, except that without such authorization, the following limited information will be provided: dates of employment, and salary upon departure. Department heads and supervisors shall not provide information in response to requests for reference checks or verification of employment, unless specifically approved by the Human Resources Department on a case-by-case basis.
3. *Medical Information.* Medical information will be released only in accordance with subsection C above.

E. 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 provided that the record is still being maintained. Personnel files will be destroyed five years after the employee separates from the Authority as in accordance with the law. If an employee wishes to view his/her personnel file, he/she will schedule an appointment with Human Resources, or designee. The review must be done in the presence of an employee of the Human Resources Department.
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. A current or former employee who wishes to receive such a copy should contact the Human Resources Department in writing. The Authority may charge a fee for the actual cost of copying.

3. In the event the employee wishes to have another person/representative inspect his or her personnel file, the employee must provide the person/representative with written authorization. The Human Resource Department will notify the employee of the date, time and place of the inspection in writing. It is the employee's responsibility to notify the person to whom the employee has given written authorization of the date, time and place of the inspection.
4. Under no circumstances is the employee and/or the employee's designee permitted to add or remove any document or other item from the employee's personnel file during the inspection.

(End of Document)

