



# SBCAG

SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS



# Employee Handbook

January 2025

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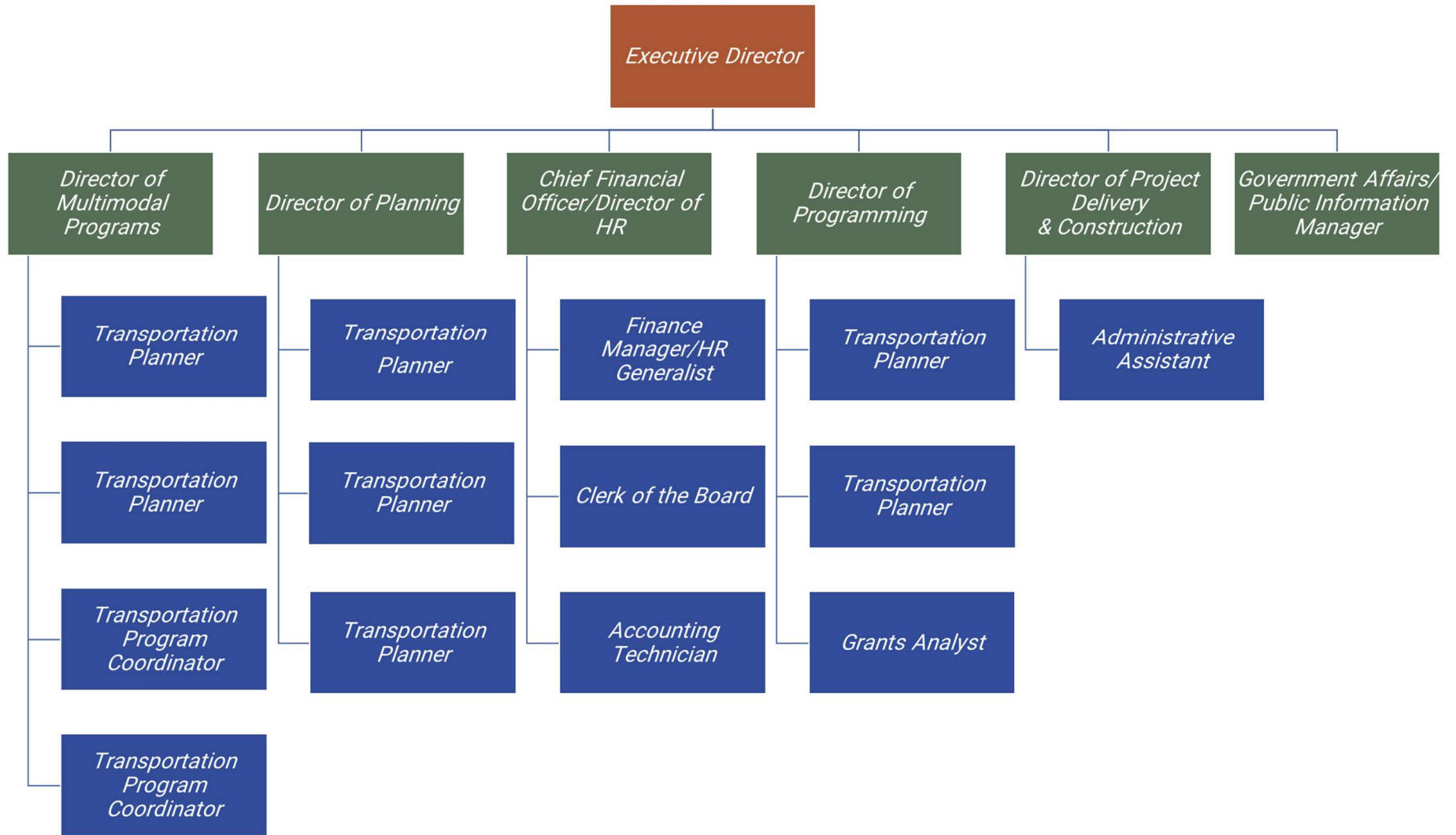
# **1. SBCAG - INTRODUCTION AND GENERAL INFORMATION**

## **1.1 Background**

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

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

In its role as the comprehensive planning agency for the Santa Barbara County area, SBCAG has several specific responsibilities. It serves as the area-wide clearinghouse for the review of federal grants and development activities under state procedures for Intergovernmental Review. As such, SBCAG has been designated the Area-wide Planning Organization (APO) by the U.S. Department of Housing and Urban Development; the Census Affiliate Center; the Metropolitan Planning Organization (MPO) recognized by the U.S. Department of Transportation; and the Regional Transportation Planning Agency by the State of California. SBCAG has also been designated the Airport Land Use Commission for Santa Barbara County and provides staff support to the Santa Barbara County Service Authority for Freeway Emergencies (SAFE). SBCAG serves as the Local Transportation Authority and is responsible to implement and administer the transportation projects and programs financed with revenues from a 1/2% sales tax, Measure A, approved by 79% of the Santa Barbara County voters in November 2008. The designation of SBCAG as the agency responsible for each of these varied programs ensures that a coordinated and comprehensive approach is used to solve problems that are regional.



## **1.2 Equal Employment Opportunity is SBCAG's Policy**

Reflecting the diversity of its membership, SBCAG is an equal opportunity employer, and affords equal employment opportunity for all qualified employees and applicants to all terms of employment with SBCAG, including, but not limited to, compensation, hiring, training, promotion, transfer, discipline, and termination.

SBCAG prohibits discrimination against employees and applicants for employments on the basis of race, color, religious creed, sex, gender, marital status, age (40 and over), national origin, ancestry, physical or mental disability, medical condition, genetic information, sexual orientation, gender identity, gender expression, or military and veteran status or any other basis protected by law. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. All such discrimination is unlawful.

Any employee, volunteer, or applicant who believes they have experienced any form of employment discrimination or abusive conduct are encouraged to report the conduct immediately by using the complaint procedures provided in these Policies, or by contacting the Equal Employment Opportunity Commission ("EEOC"), or the Civil Rights Department ("CRD").

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

### **2.1 No Contract Right**

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

### **2.2 Applicability of Policies**

- A. These Policies shall apply with equal force to all SBCAG employees unless expressly exempted or excluded herein. The Policies have precedence over any conflicting policies, procedures, or understanding of any SBCAG Board Member's government entity's personnel policies, procedures, or understandings.
- B. These Policies apply to all employees of SBCAG unless expressly exempted or excluded herein. Independent contractors, volunteers, and Board members are not employees, and are therefore not covered by the Policies included herein, with one exception for Board members travel reimbursement see Section 33.2.
- C. All references within these Policies to the Executive Director also include their designee when appropriate.

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

As a condition of employment, all employees are required to read these Policies. Each employee is required to sign a statement of receipt acknowledging that: a) they have received a copy, or have been provided with access to the Policies, and b) they understand that they are responsible for reading and becoming familiar with the contents and any revisions to the Policies.

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

An employee may fall into one or more categories.

#### **3.1. For-Cause Employee**

A for-cause employee is one who has satisfactorily completed the initial probationary period or the probationary period after being promoted to a higher job classification and cannot be disciplined, except when SBCAG has cause to do so. A for-cause employee has a property right in continued employment with SBCAG; and, thus, is entitled to pre- and post-disciplinary procedural due process and evidentiary appeals for certain types of disciplinary proceedings that may result in a significant deprivation of property. (see Section 21 Disciplinary Process for For-Cause Employees.) No employee hired by SBCAG on or after January 18, 2018 shall be a “for-cause” employee, as set forth in this Section.

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

An at-will employee is one who serves at the pleasure of SBCAG, has no property right in continued employment, and has no right to any pre- or post-disciplinary procedural due process or evidentiary appeal. (see Section 20 Disciplinary Process for At-Will Employees.) All employees hired on or after January 18, 2018, are at-will employees.

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

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

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

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

#### **3.5. Regular Employee**

Regular employees are as follows: For-Cause, At-Will, Full-time or Part-time.

#### **3.6. Extra-Help Employee**

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



### **3.7. Contractual Employee**

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

#### 4. LIMITATIONS ON OUTSIDE EMPLOYMENT

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

An employee shall not engage in any paid or self-employment, activity, or enterprise which creates a conflict of interest with their SBCAG duties, functions, or responsibilities. To avoid actual or perceived conflicts of interest that may arise from outside employment, all employees must obtain written approval from the Executive Director before undertaking any outside employment as described in this Policy.

##### 4.2 Authorization and Appeal Process

- A. **Written Request:** Any employee who wants to undertake paid outside employment, activity, or enterprise must submit a written request to the SBCAG Executive Director. The written request must include: (1) the work hours and/or time required; (2) job title or the nature of the activity; (3) the work location; and (4) the supervisor, manager, and name of the employer or activity.
- B. **Analysis and Decision:** The Executive Director and Supervisor will determine if the outside employment, activity, or enterprise is compatible with the employee's employment at SBCAG. If the Executive Director and Division Manger determines such activity is compatible, or would be if any conditions or restrictions applied, they will authorize the activity and specify the conditions/restrictions in writing, give the employee the outside employment authorization, and place a copy of the written authorization in the employee's personnel file.
- C. **One (1) Year Authorization:** An outside employment authorization is valid only up to one (1) year. Should the employee continue the outside employment, activity, or enterprise for a longer duration, they must make another request following the process in this policy.
- D. **Appeal:** If the Executive Director denies an employee's outside employment request, the employee may submit a written notice of appeal to SBCAG 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.

##### 4.3 Prohibited Outside Employment

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

- A. Involves the use, private gain, or advantage of SBCAG time, facilities, equipment, and supplies; or the badge, prestige, or influence of SBCAG's office or employment;

- B. Involves receipt or acceptance by the employee of any money or other consideration from anyone other than SBCAG for the performance of an act which the employee would be required or expected to render in the regular course of their SBCAG employment; or
- C. Involves time demands that would render the employee's performance of their regular SBCAG employment less efficient or dangerous to the employee; or

Involves the performance of an act in other than their capacity as a SBCAG 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. Under no circumstances may an employee use any SBCAG equipment, vehicles, tools, supplies, computers, or any other item that is SBCAG property while the employee is engaged in any outside employment or enterprise.

#### **4.4 Changes in Outside Employment Status**

The employee must promptly report in writing to Human Resources any of the following changes that may occur during the year of an authorized outside employment: the outside employment ends; or the authorized employment changes as to the number of work hours, location, or types of duties.

#### **4.5 Revocation / Suspension of Outside Employment Authorization**

Any outside employment authorization may be revoked or suspended during the year it is granted under the circumstances listed below. An employee may appeal the revocation or suspension as provided in this policy.

- 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 SBCAG.

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

### **5.1. Policy**

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

### **5.2. Definitions**

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

### **5.3. Employment of Relatives**

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

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

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

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

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

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

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

### **A. Transfer**

If two SBCAG employees who work in the same division later become spouses or registered domestic partners, the Executive Director has the discretion to transfer one of the employees to a similar position in another division. Although the wishes of the two employees will be considered, the Executive Director retains sole discretion to determine which employee will be transferred based on SBCAG's needs for supervision, safety, security, or morale. Any such transfer that results in a salary reduction is not disciplinary and is not subject to any grievance or appeal, or pre- or post-disciplinary appeal due process.

### **B. Separation**

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

## **5.6. Romantic Relationships with Other Employees after Employment**

Employees are expected to uphold professional standards. Employees may date and develop friendships and relationships with other employees—both inside and outside of the workplace—as long as the relationships do not have a negative impact on their work or the work of others. Any relationship that interferes with the company culture of teamwork, the harmonious work environment, or the productivity of employees, will be addressed accordingly up to and including employment termination. Adverse workplace behavior—or behavior that affects the workplace that arises because of personal relationships—will not be tolerated.

Employees involved in a romantic relationship must disclose their relationship to Human Resources (HR) to proactively address potential concerns. HR will work with those employees in a disclosed relationship to mitigate conflicts of interest. This may include a job transfer, changes in reporting structure, or formal agreements outlining professional conduct and expectations.

Romantic relationships between employees where one holds supervisory power over the other are strongly discouraged due to inherent power imbalances that can cause conflicts of interest, claims of favoritism, even if unfounded, and potential harassment in the event the relationship goes sour. Such relationships must be disclosed immediately to Human Resources.

## 6. EXEMPT AND NON-EXEMPT EMPLOYEES

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

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

All employees will be notified when hired, transferred, or reclassified whether they are overtime eligible. Overtime eligibility is also noted on the official job description for each position.

## **7. COMPENSATION**

SBCAG's salary plan is designed to reflect the labor markets in which SBCAG competes for employees. The labor market may be comprised of a sample of Central Coast councils of government, cities, and counties, designed to reflect the geographic diversity of the region and consists of agencies that are large enough to employ professional staff positions similar to those employed by SBCAG.

SBCAG may adjust the salary plan based on cost-of-living adjustments or labor market surveys, upon approval by the SBCAG Board. SBCAG's salary plan is designed to allow employees to receive salary adjustments in recognition of changes in the labor market and/or merit based on an employee's performance. Neither changes in the labor market nor performance guarantee a salary adjustment.

### **7.1. Position Classifications**

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

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

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

### **7.2. Salary Grades**

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

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

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



#### **7.4. Wage Increases**

Wage increases are not automatically given when an employee receives a performance evaluation. Employees are considered for wage increases only under the following circumstances:

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

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

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

Any increases within a range shall not be automatic, but shall be granted only upon affirmative recommendation of the appropriate Supervisor and Executive Director, including a written performance evaluation indicating the employee's overall performance has been satisfactory or better. After six months of initial employment or promotion, an employee may be eligible for a step salary increase if that individual started at Step A of their pay grade. All other step salary increases will occur at the commencement of the fiscal year. Any new hire or newly promoted employee effective October 1st or later in a calendar year will not receive a review or be considered for a step salary increase until the commencement of the next fiscal year. (SBCAG's fiscal year commences July 1 of each year).

#### **7.5. Payroll Deductions**

Federal and state laws require SBCAG to withhold these taxes from employees' wages:

- Federal income tax
- California income tax
- Medicare payroll tax (see section 7.7 – Social Security Non-Coverage)

Staff members with questions regarding any of these deductions should contact Human Resources. Employees wishing to change number of exemptions or marital status for federal or state income tax withholding purposes can do so within the ADP self-service portal. (Contact Human Resources for assistance)

#### **7.6. Garnishments**

If SBCAG receives a court order to garnish an employee's wages, SBCAG must comply with that order. A garnishment reduces the employee's take-home pay.

## 7.7. Social Security Non-Coverage

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

### A. Windfall Elimination Provision

Under the Windfall Elimination Provision, your Social Security retirement or disability benefit is figured using a modified formula when you are also entitled to a pension from a job where you did not pay Social Security tax. As a result, you will receive a lower Social Security benefit than if you were not entitled to a pension from this job. This provision reduces, but does not eliminate, your Social Security benefit. For additional information, please refer to the Social Security Publication, “Windfall Elimination Provision.”

### B. Government Pension Offset Provision

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

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

## **8. PERFORMANCE EVALUATIONS**

### **8.1. Performance Evaluations**

Employees may request performance feedback from their Supervisor at any time.

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

shall receive a copy of the performance evaluation with all signatures within thirty (30) calendar days of the date of the evaluation.

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

## **8.2. No Appeal Rights**

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

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

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

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

### **9.1. Time Sheets**

All time sheets must first be submitted to the employee's Supervisor for their review and signature. The time sheets should be submitted by the end of the last day of the pay period. Employees must adhere to all deadlines imposed by SBCAG, which allow for timely processing of payroll.

### **9.2. Work Schedules**

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

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

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

### **9.3. Meal Period**

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

### **9.4. Rest Period**

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

#### **9.5. Advance Request for Permission to Deviate from Regular Working Hours**

A non-exempt employee is required to seek advance permission from their supervisor for any foreseeable absence or deviation from regular working, break, and mealtimes.

#### **9.6. Notification of Unforeseen Late Arrival or Absence**

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

#### **9.7. Unauthorized Absence**

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

#### **9.8. Excessive Tardiness/Absenteeism and Abuse of Leave**

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

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

## **10. TELEWORKING**

### **10.1. Purpose**

SBCAG supports remote work to the extent practical as a means of providing flexibility to its employees, reducing vehicle miles traveled, the associated greenhouse gas emissions, and other pollutants, and leading by example in promoting travel demand management strategies.

### **10.2. Teleworking Defined**

Teleworking is the practice of working from home or an alternate location rather than at SBCAG's offices. It is a work alternative that SBCAG may offer, at its sole discretion, to some employee(s) when it would benefit both the organization and the employee. Not all employees will be eligible for telework due to the nature of assigned responsibilities and is considered a cooperative arrangement between SBCAG and the employee, not an entitlement.

Employees who desire to telework must submit an Employee Telework Agreement Form (Attachment B) and obtain approval from their supervisor and the Executive Director (if applicable) proposing how Teleworking will benefit SBCAG and themselves. This request should explain how the employee will be accountable and responsible and how any communication barriers will be overcome. Teleworking must follow the same requirements as working in office.

Teleworking is allowable on a part-time basis at the request of the employee, with prior approval. The decision to approve a telework arrangement will be based on factors such as position, job duties, performance history, related work skills, time on the job, and the impact on the organization. The decision to approve or deny a request shall be at the sole discretion of the Executive Director in coordination with the employee's supervisor. The Executive Director's decision to approve or deny a specific request to telework will be final.

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

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

Teleworking is an alternative method of meeting the needs of the organization and is not an employee benefit. SBCAG is not required to make teleworking available to an employee and the Executive Director or employee's supervisor can terminate a teleworking arrangement at any time. If a decision is made to terminate or modify a teleworking arrangement, not related to job performance, the employee will be provided with a minimum notice of 45 days.

### **10.3. Telework Eligibility**

SBGAG's Executive Director, or their designee, possesses the discretionary authority to determine the job classifications, positions, and employees who are eligible to telework under this policy. The Executive Director, or their designee, may make such determination using criteria including, but not limited to, the following:

- A. The needs of the job, work group, and SBCAG;
- B. The employee's job performance, as determined by their last performance review;
- C. The disruption of or potential for disruption to SBCAG's functions;
- D. The ability of the employee to perform their job duties (both essential and marginal) from an alternate worksite without diminishing the quantity or quality of the work performed;
- E. The degree to which the employee's job functions require face-to-face interaction with other agency employees, contractors, and members of the public;
- F. The degree to which the employee's job functions require face-to-face interaction with other agency employees, contractors, and members of the public;
- G. The availability of or ability to create a functional, reliable, healthy, safe, and secure alternate worksite for the employee at a reasonable cost.

### **10.4. Employee Responsibilities**

- A. During hours of teleworking, the employee should be accessible to the same extent as if they were working at SBCAG office during their agreed-upon regular work hours;
- B. Except for computer equipment provided by SBCAG, the employee is responsible for any costs related to the alternate worksite;
- C. Employees who telework should take all precautions necessary to secure privileged information in the alternate worksite and prevent unauthorized access to work information or systems and must adhere to agency IT requirements and policies and the Computer System Acceptable Use Policy (Section 24.5);
- D. Employees will not undertake responsibilities that are inconsistent with devoting their full attention to job duties during working hours.



- E. Teleworking does not change the basic terms and conditions of employment. While teleworking employees must follow any other applicable rules required by SBCAG and observe all relevant policies and procedures;
- F. Employees are not permitted to host in-person, work-related meetings with people outside SBCAG within their alternate worksite. These work-related meetings require proper noticing. Failure to comply with this guideline will result in termination of the telework agreement;
- G. Employees must maintain a safe alternate worksite and an environment where the employee can be fully engaged in performing their job duties;
- H. Employees must agree to use their mobile phone and/or home landline for SBCAG purposes;
- I. Employees must sign a telework agreement and certify telework safety and security requirements are met;
- J. With 48 hours' notice provided by your supervisor or Executive Director, the employee agrees to be physically present for required in-person activities or meetings which may be regularly scheduled, periodic, or project-dependent;
- K. When working in the office the time traveled between home and SBCAG is not considered time worked unless the employee is actively using an alternative transportation mode (i.e. Bus, carpool, or train) and the employee is engaged in work. This must be pre-approved in writing by your supervisor;
- L. Days of telework are not eligible for any travel demand management benefit provided by SBCAG;
- M. Employees with extended telework arrangements agree that in-office workspace provided by SBCAG may be utilized as shared space when the employee is not in the office;
- N. Work-related travel, such as conferences or meetings with external partners or stakeholders, shall be reimbursed at the level not to exceed the expense associated with travel from SBCAG's office or alternate worksite whichever is the shortest distance;
- O. Utilities, such as heat, cooling, water, electricity, and internet service, necessary to perform telework are the responsibility of the employee and will not be offset or paid for by SBCAG; and
- P. Teleworking is voluntary and may be terminated, at will, at any time either by SBCAG or the employee.

#### **10.5. SBCAG responsibilities**

- A. SBCAG may provide a cell phone stipend;
- B. SBCAG will provide employees with a laptop;
- C. In addition, employees have the option of a monitor(s), keyboard, mouse, headset, USB C cable, and external camera for alternate worksite use;
- D. Upon request and at the discretion of the CFO, other equipment requests will be on a case-by-case basis of a value of up to \$100 upon approval of a telework agreement;
- E. All SBCAG purchased equipment will remain owned by SBCAG and must be returned upon separation of employment; and
- F. SBCAG reserves the right to terminate individual or agency-wide telework arrangements.

## 11. LEAVES

### 11.1. Vacation Time

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

A. Full-Time Accrual Rate:

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

B. Part-Time Accrual Rate

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

C. Maximum Accrual

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

D. Executive Director and New Hires

Upon acceptance of a job offer to an Executive Director position, the employee shall receive eighty (80) hours of vacation credit, unless the individual is already employed by Santa Barbara County Association (SBCAG) of Governments. All other new hires not presently employed by SBCAG will receive forty (40) hours upon hiring. This benefit only applies

to new hires and not those receiving a promotion from one classification to another within SBCAG.

E. Payment in Lieu of Vacation

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

F. New Hires

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

G. Vacation Usage

1. Vacation shall not include any regular holidays taken during a vacation period.
2. Vacation shall be taken at the time approved by the employee's Supervisor.
3. Vacation usage may not exceed the accrued vacation balance reported at the end of the prior pay period.
4. Unless approved by the Executive Director in advance, no person shall be permitted to work while on vacation away from the office. It is the expectation when you have been approved for vacation you are not working or expected to be available to work.

H. Prior Government Employment

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

## **11.2. Holidays**

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

1. New Year's Day, January 1st
2. Dr. Martin Luther King Jr.'s Birthday, 3rd Monday in January
3. President's Day, 3rd Monday in February
4. Memorial Day, the last Monday in May
5. Independence Day, July 4th
6. Labor Day, 1st Monday in September
7. Veterans Day, November 11th
8. Thanksgiving Day, 4th Thursday in November
9. Thanksgiving Day Friday, the day after Thanksgiving
10. Christmas Day, December 25th

A. Floating holiday

All full-time employees in a pay or leave status (paid or unpaid) for any portion of pay period one (1), shall be credited with twenty-four (24) hours of floating holiday leave. Part-time employees shall receive a prorated equivalent. Employees may use their floating holidays as they see fit as approved by their supervisor. Floating holidays credited at the commencement of a payroll year must be used before the final payroll of the same payroll year or they will be forfeited. Check with Human Resources if you are unsure of the last day of the pay period.

Floating holidays are intended to take the place of holidays that are not observed by SBCAG such as Columbus Day, Cesar Chavez Day, and Juneteenth. Employees wishing to observe one or more of these holidays or desire to use for personal time to supplement vacation and holiday time off, can request the use of the floating holiday through payroll and their Supervisor.

B. Holiday compensation

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

1. Any regular, full-time employee who is absent-without-pay only on a scheduled workday immediately preceding a holiday shall not have compensation reduced because of absence on the paid holiday.
2. Any regular, full-time employee who is absent-without-pay only on a scheduled workday immediately following a holiday shall not have compensation reduced because of absence on said regular holiday.

3. Any regular, full-time employee who is absent-without-pay on both a scheduled workday preceding and following a holiday shall be deemed to have been absent-without-pay on said holiday and shall not be compensated for said holiday.

### **11.3. Sick Leave**

- A. Sick leave is paid leave from work that can be used for the following purposes:
  1. Diagnosis, care, or treatment of an existing health condition, or preventative care for, an employee or any of the following of the employee's family members: child, foster child, adopted child, or stepchild of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchildren, sibling or designated person; or
  2. For an employee who is a victim of domestic violence, sexual assault, or stalking: 1) to obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety, or welfare of the employee or their child; or 2) to obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or to participate in safety planning or other actions to increase safety.
- B. All employees should stay home if they are sick.

Common signs and symptoms that you are sick can include sore throat, runny or stuffy nose, cough, muscle or body aches, headaches, fatigue, fever, or feeling feverish/chills.

1. Consistent with the Centers for Disease Control (CDC) guidance, SBCAG requests that that employees who have a fever of over 100 degrees stay home for at least 24 hours after being fever-free without the need to use fever-reducing medication.
  3. SBCAG requests that employees who have the flu without a fever should stay home at least 4-5 days after the start of symptoms.
- C. Accrual, Usage & Carryover for Different Categories of Employees:
    1. Each full-time employee or part-time employee shall accrue sick leave at the rate of .0463 hours for each hour in a regular pay status excluding overtime. This equates to 3.70 hours per pay period for a full-time employee.
    2. Unused sick leave shall be cumulative from year to year with unlimited accrual. Up to 2080 hours of sick leave may be applied as SBCERS

pension credit upon retirement or termination of employment from SBCAG.

3. Sick leave usage may not exceed the employee's accrued sick leave balance reported on the employee's most recent pay statement for the pay period immediately preceding the pay period in which the leave is taken.
4. The Supervisor or Executive Director may require evidence in the form of a physician's certificate, or otherwise, of the adequacy of the reason for any employee's absence during the time for which sick leave was requested. Under no circumstances is sick leave to be used in place of, in addition to, or as vacation leave.
6. An employee may, when necessary and at the discretion of the Executive Director, be granted up to two additional hours with pay to make voluntary non-remunerated blood donations to non-profit blood banks in the county. Time off over two hours and up to an additional two hours may be used for this purpose, but such additional time off shall be charged to accumulated sick leave. Leave to donate blood shall not exceed six (6) times in any one calendar year.
7. Termination of SBCAG employment shall eliminate all sick leave accrued to the time of such termination, regardless of whether the employee subsequently reenters SBCAG employment or service.
8. Full time employees shall receive a lump sum of eighty (80) hours of sick leave upon hire. Part time employees shall receive a lump sum prorated amount of sick leave no less than forty (40) hours.

D. For Extra-Help Employees:

An extra-help employee who works 30 or more days within a year from the commencement of employment with SBCAG will receive a lump-sum sick leave bank of 40 hours as of the date of hire, which will be available for use and displayed on the earning statement on the first day of employment. Unused sick leave will not carry over to the following year of employment; however, the sick leave bank will be replenished to 40 hours in pay period one of each calendar year. Unused sick leave balances are not compensable at separation.

#### **11.4. Family and Medical Care Leaves**

SBCAG provides family and medical care leave for eligible employees as required by federal and state law. Employees who misuse or abuse family and medical care leave may be disciplined, up to and including termination. Employees who fraudulently obtain

or use California Family Rights Act (“CFRA”) leave are not protected by the CFRA’s job restoration or maintenance of health benefits provisions.

A. Definitions

1. “12-Month Period” means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.
2. “Child” means an employee’s child, including a child who is 18 years of age or older. An employee’s child means a biological, adopted, foster, step-child, legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis (in place of a parent).
3. “Covered active duty” means: (1) in the case of a member of a regular component of the Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country; or (2) in the case of a member of the reserve component of the Armed Forces, duty during the deployment of members of the Armed Forces to a foreign country under a call or order to active duty under certain specified provisions.
4. “Designated Person” means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee request the leave. An employer may limit an employee to one designated person per 12 month period for family care and medical leave.
5. “Domestic Partner” is another adult with whom the employee has chosen to share their life in an intimate and committed relationship of mutual caring and with whom the employee has filed a Declaration of Domestic Partnership with the Secretary of State, and who meets the criteria specified in the California Family Code section 297. A legal union formed in another state that is substantially equivalent to the California domestic partnership is also sufficient.
6. “Family member” means an employee’s child, parent, parent-in-law, spouse domestic partner, grandchild, grandparent and sibling.
7. “Grandchild” means a child of the employees child.
8. “Grandparent” means a parent of the employee’s parent
9. “Health Care Provider” means any of the following:
  - a. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery in the State of California;



- b. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law;
  - c. A nurse practitioner or nurse-midwife or a clinical social workers who is authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law;
  - d. A Christian Science practitioner listed with the First Church of Christ, Scientist in Boston, Massachusetts; and
  - e. Any health care provider from whom an employer or group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.
10. "Serious Health Condition" means an illness, injury, impairment, or physical or mental condition that involves:
- a. Inpatient Care in a hospital, hospice, or residential medical care facility;
  - b. Continuing treatment by a health care provider:
  - c. A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
  - d. A period of incapacity (i.e., inability to work, or perform other regular daily activities) due to serious health condition of more than three consecutive calendar days; and;
  - e. Any subsequent treatment or period of incapacity relating to the same condition, that also involves:(a) treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision by a health care provider, or by a provider of health care services (e.g., a physical therapist) under orders of, or on referral by a health care provider; or treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider. This includes, for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the counter and can be initiated without a visit to a health care provider, it does not constitute a regimen of continuing treatment.

- f. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which: (1) requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; (2) continues over an extended period of time (including recurring episodes of a single underlying condition); and (3) may cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
- g. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. The employee must be under the continuing supervision of, but need not be receiving active treatment by a health care provider; or
- h. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

11. "Sibling" means a person related to the employee by blood, adoption, or affinity through a common legal or biological parent.

12. "Spouse" means one or two persons to a marriage, regardless of the sex of the persons, and for purposes of CFRA leave, includes a registered domestic partner as defined.

**B. Employees Eligible for Leave**

An employee is eligible for leave if the employee satisfies the following conditions:

- 1. The employee has been employed by SBCAG for at least 12 months (can be nonconsecutive work for employer over a 7-year period, except that any military leave time while employed counts towards this 12 months of service); and
- 2. The employee has been employed by SBCAG for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

**C. Permissible Uses of Leave**

Leave is only permitted for the reasons listed below.

1. Leave because of a serious health condition that makes the employee unable to perform the functions of their position;
2. Leave for the birth of a child or to care for a newborn of an employee;
3. Leave after the placement of a child with an employee in connection with the adoption or foster care of a child;
4. Leave to care for a child, parent, spouse, domestic partner, grandparent, grandchild, sibling, or designated person who has a serious health condition; and,
5. Leave for a variety of “qualifying exigencies” arising out of the fact that an employee’s spouse, domestic partner, son, daughter, or parent is on covered active duty or been notified of an impending call or order to covered active duty in the Armed Forces. There are eight general categories of “qualifying exigencies”: short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, additional activities, and parental care arrangements.

D. Amount of Leave

Eligible employees are entitled to a total of 12 workweeks of leave during any 12-month period.

E. Minimum Duration of Leave

1. If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (*e.g.*, bonding with a newborn) for less than two weeks duration on any two occasions.
2. If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (*e.g.*, bonding with a newborn) for less than two weeks duration on any two occasions.

F. Parents Both Employed by SBCAG

In any case in which both parents of a child, adoptee, or foster child are employed by SBCAG and are entitled to bonding leave, each parent is entitled to take 12 workweeks of CFRA bonding leave during any 12-month period.

G. Substitution of Paid Accrued Leaves

Leave under this policy is unpaid. However, employees may elect and SBCAG will require an employee to concurrently use all paid accrued leaves during CFRA leave as described below.

H. SBCAG's Right to Require an Employee to Use Paid Leave

Employees must use and exhaust their accrued leaves concurrently with family and medical care leave to the same extent that employees have the right to use their accrued leaves concurrently with family and medical care leave with two (2) exceptions as described below:

1. Employees are not required to use paid leave during leave pursuant to a disability plan that pays a portion of the employee's salary while on leave unless the employee agrees to use paid leave to cover the unpaid portion of the disability leave benefit; and
2. An employee must agree to use accrued sick leave to care for a child, parent, spouse or domestic partner, grandparent, grandchild, or sibling.

I. SBCAG's Right to Require an Employee to Exhaust CFRA Concurrently with Other Leaves

If an employee takes a leave of absence for any purpose which also qualifies under CFRA, SBCAG will designate that leave as running concurrently with the employee's 12-week CFRA leave entitlement.

J. SBCAG's and Employee's Rights if An Employee Requests Accrued Leave without Mentioning CFRA

If an employee requests to utilize accrued vacation leave or other accrued paid time off without reference to a CFRA qualifying purpose, SBCAG may not ask the employee if the leave is for a CFRA qualifying purpose. However, if the SBCAG denies the employee's request and the employee provides information that the requested time off is for a CFRA qualifying purpose, SBCAG may require the employee to exhaust accrued leave as described above.

K. Medical Certification/ Recertification

Employees who request leave must provide a medical certification and/or recertification to support the need for the leave as described below:

1. Employee's Own Serious Health Condition: Employees who request leave for their own serious health condition must provide written certification from the health care provider that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; and a statement

that, due to the serious health condition, the employee is unable to work at all or is unable to perform any one or more of the essential functions of their position. Upon expiration of the time period the health care provider originally estimated that the employee needed for their own serious health condition, the employee must obtain recertification if additional leave is requested.

2. **Family Member Serious Health Condition:** Employees who request leave to care for a child, parent, parent-in-law, domestic partner, spouse, grandparent, grandchild, or sibling who has serious health condition must provide written certification from the health care provider of the family member requiring care that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; an estimate of the amount of time which the health care provider believes the employee needs to care for the child, parent, domestic partner, spouse, grandparent, grandchild, or sibling and a statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the child, parent, domestic partner, spouse, grandparent, grandchild, or sibling. The term “warrants the participation of the employee” includes, but is not limited to, providing psychological comfort, and arranging third party care for the covered family member, as well as directly providing, or participating in, the medical care. Upon expiration of the time period the health care provider originally estimated that the employee needed to care for a covered family member, the employer must obtain recertification if additional leave is requested.
3. **Qualifying Exigency:** The first time an employee requests leave because of a qualifying exigency, an employee may require the employee to provide a copy of the military member’s active-duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to active duty status in a foreign country, and the dates of the military member’s active duty service. A copy of the new active-duty orders or similar documentation shall be provided to the [City/County/District/Agency] if the need for leave because of a qualifying exigency arises out of a different active duty or call to active duty status of the same or a different military member. SBCAG will verify the certification as permitted by CFRA regulations.

L. **Time to Provide a Medical Certification**

When an employee has provided at least 30 days’ notice for a foreseeable leave, the employee must provide a medical certification before the leave begins. When this is not possible, the employee must provide the medical certification to SBCAG within the time frame requested by SBCAG (which

must allow at least 15 calendar days after the employer's request), unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

M. Consequences for Failure to Provide an Adequate or Timely Certification

If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to cure any such deficiency. However, if an employee fails to provide a medical certification within the time frame established in this policy, SBCAG may delay the taking of CFRA leave until required certification is provided or deny CFRA protections following the expiration of the time period to provide an adequate certification.

N. Intermittent Leave or Leave on a Reduced Leave Schedule

If an employee requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule for their own serious health condition, or to care for an immediate family member with serious health condition, the employee must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. SBCAG may require an employee who certifies the need for a reduced schedule or intermittent leave to temporarily transfer to an alternate position of equivalent pay and benefits that better accommodates the leave schedule.

O. Employee Notice of Leave

Although SBCAG recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much verbal or written notice as possible of their need for leave. If leave is foreseeable, at least 30 days' notice is required. In addition, if an employee knows that he/she will need leave in the future but does not know the exact day(s) (e.g., for the birth of a child or to take care of a newborn), the employee shall inform their supervisor as soon as possible that such leave will be needed. For foreseeable leave due to a qualifying exigency, an employee must provide verbal or written notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.

P. Reinstatement upon Return from Leave

1. Reinstatement to Same or Equivalent Position: Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent benefits and pay. Employees have no greater rights to reinstatement, benefits, and other conditions of employment

than if the employee had been continuously employed during the CFRA period.

2. **Date of Reinstatement:** If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the reinstatement date differs from the original agreement of the employee and SBCAG the employee will be reinstated within two business days, where feasible, after the employee notifies the employer of their readiness to return.
3. **Employee's Obligation to Periodically Report on Their Condition:** Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.
4. **Fitness for Duty Certification:** As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform their job, the employee must obtain and present a fitness-for-duty certification from the health care provider stating that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement.

If the employee fails to return after their leave ends, separation proceedings will begin due to abandonment of their position.

**Q. Employee Benefits While on Leave**

Leave under this policy is unpaid. While on unpaid leave, employees will continue to be covered by SBCAG's group health, dental, vision, short-term disability, long-term disability, and life insurance for up to 12 weeks each leave year to the same extent that coverage is provided while the employee is on the job. If the employee is disabled by pregnancy, coverage will continue up to four months each leave year. If an employee disabled by pregnancy also uses leave under the CFRA for baby-bonding, SBCAG will maintain her coverage while she is disabled by pregnancy (up to four months or 17 1/3 weeks) and during her CFRA leave (up to 12 weeks).

Contributions to the Santa Barbara Employees' Retirement System (SBCERS) pension plan will cease during this leave. Upon return from leave, employees may inquire of SBCERS as to whether or not they qualify for the ability to buy back the lost time.

Employees may make the appropriate employee contributions for the employee's own continued coverage as well as spouse or family coverage under the health, dental, and vision benefits plans by payroll deductions (if the employee is using their paid leave) or direct payments (if the employee is not using their paid leave). SBCAG employees should direct payments

for premiums to SBCAG Human Resources. Deadlines for paying premiums to prevent coverage from being dropped will be provided. Employee contribution rates are subject to any changes in rates that occur while an employee is on leave.

If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, SBCAG shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave, or because of circumstances beyond the employee's control.

### **11.5. Pregnancy Disability Leave**

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

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

1. *Notice:* Requests for pregnancy disability leave must be submitted in writing with reasonable advance notice of the medical need for the leave. Employees must provide at least 30 days advance notice or as soon as practical in the event of a medical emergency. All leaves must be confirmed in writing, have an agreed-upon specific date of return, and be submitted to Human Resources.
2. *Certification:* The request for pregnancy disability leave must be supported by a written certification from the attending physician stating that: 1) the employee is disabled from working by pregnancy, childbirth, or a related medical condition; 2) the date on which the employee became disabled by pregnancy, childbirth or a related medical condition; and 3) the estimated duration or end date of the leave.

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

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



unless the employee agrees to use paid leave to cover the unpaid portion of the disability leave benefit.

C. Benefits During Leave

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

D. Reinstatement

1. Upon the expiration of pregnancy leave, the employee will be reinstated to her original or a comparable position, so long as it was not eliminated for a legitimate business reason during the leave.
2. If the employee's original position is no longer available, the employee will be assigned to a comparable, open position. If upon return from leave an employee is unable to perform the essential functions of her job because of a physical or mental disability, SBCAG will initiate an interactive process with the employee to identify a potential reasonable accommodation following these Policies. (see Policy 17: Reasonable Accommodation and Interactive Process.)

## 11.6. Reproductive Loss Leave

SBCAG provides employees who have been employed at least 30 calendar days with Reproductive Loss Leave, in the event of a “Reproductive Loss Event”

“Reproductive Loss Event” means the day or, for a multiple-day event, the final day of a Failed Adoption, Failed Surrogacy, Miscarriage, Stillbirth, or an Unsuccessful Assisted Reproduction, as those terms are defined below:

- A. “Failed Adoption” means the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to a person who would have been a parent of the adoptee if the adoption had been completed.
- B. “Failed Surrogacy” means the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. This event applies to a person who would have been a parent of a child born as a result of the surrogacy.
- C. “Miscarriage” means a miscarriage by a person, by the person’s current spouse or domestic partner, or by another individual if the person would have been a parent of a child born as a result of the pregnancy.
- D. “Stillbirth” means a stillbirth resulting from a person’s pregnancy, the pregnancy of a person’s current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.
- E. “Unsuccessful Assisted Reproduction” means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. This event applies to a person, the person’s current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy.

Reproductive Loss Leave may be taken for up to five (5) days per Reproductive Loss Event.

Reproductive Loss Leave is not required to be taken consecutively, but such leave must be taken within three (3) months of the Reproductive Loss Event, with the exception that, if an employee is on California Family Rights Act (“CFRA”) leave, Pregnancy Disability Leave (“PDL”), or another leave protected by state or federal law at the time of or immediately following the Reproductive Loss Event, the employee may use Reproductive Loss Leave within three (3) months of the end date of the other protected leave.

If an employee experiences more than one Reproductive Loss Event within a 12-month period, SBCAG will provide Reproductive Loss Leave up to a maximum of 20 days within a 12-month period.

Reproductive Loss Leave is unpaid, but employees may elect to use accrued paid leaves, such as sick leave, personal leave, or vacation in order to provide for their compensation while on Reproductive Loss Leave.

SBCAG will maintain the confidentiality of any employee who requests to use or uses Reproductive Loss Leave, and the SBCAG will not disclose such information other than to internal personnel on a need to know basis, or as required by law.

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

- A. A leave of absence with pay not chargeable to sick leave or vacation accruals shall be granted to an employee who is required to serve on a jury or who is subpoenaed as a nonparty witness for a civil or criminal proceeding in a court or administrative tribunal.
- B. Reimbursement in the amount of per diem compensation received for jury service and/or witness fee must be paid to SBCAG by the employee.
- C. Reimbursement for travel expenses and sustenance may be retained by the employee.
- D. Any employee who is subpoenaed to appear or appears in court because of civil or administrative proceedings that they initiated, is not entitled to receive compensation for time spent related to those proceedings. An employee may request to receive time off without pay or may use any accrued leave other than sick leave for time spent related to those proceedings. The time spent in these proceedings is not considered work time.
- E. Employees who are summoned to report as a witness must submit a copy of the summons to their Supervisor and attach it to their timesheet for the pay period in which they served as a witness
- F. Employees must report for work on days they are normally scheduled to work and are excused from jury duty.
- G. Employees who are required to serve on a jury shall, upon completion of service, obtain from the court clerk and submit to their Supervisor a statement verifying days and hours of service performed. This documentation shall be submitted and attached to the employee's timesheet for the pay period in which the jury duty occurred.
- H. All overtime-eligible employees will be paid for actual work hours missed because of time spent in jury service or court. The time spent on jury duty is not work time for purposes of calculating overtime compensation. SBCAG will offset from pay the amount the employee receives from the Court for jury fees.

- I. All FLSA-exempt employees will continue to receive their normal salary while on jury duty or as serving as a witness only for any workweek in which they perform any work duties.

#### **11.8. Regarding Crime Victim/Victim Family Member Court Attendance Leave**

Any employee who is a victim of a crime may take leave from work to attend judicial proceedings related to that crime, if the employee provides SBCAG notice of the scheduled proceeding in advance. If advance notice is not feasible, the employee must provide SBCAG 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.

#### **11.9. Regarding Crime Victim/Family Member Victims' Rights Proceedings Leave**

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 SBCAG 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.

#### **11.10. Leave for Victims of Domestic Violence, Sexual Assault, Stalking or Other Crimes to Obtain Restraining Orders or Injunctive Relief**

Any employee, who is a victim of domestic violence, sexual assault, stalking, or other crime 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 their 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 Healthy Workplace Healthy Family Act of 2014 sick leave, accrued vacation or paid leave, or compensatory time off.

### **11.11. Leave for Victims of Domestic Violence, Sexual Assault, Stalking or Other Crimes to Obtain Medical Attention or Counseling or Safety Planning**

Any employee, who is a victim of domestic violence, sexual assault, stalking, or other crime, 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 SBCAG 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 Healthy Workplace Healthy Family Act of 2014 sick leave, accrued vacation or personal leave, or compensatory time off.

### **11.12. Bereavement Leave**

All employees, who have been employed by SBCAG for at least 30 days, may utilize up to five (5) days of bereavement leave in the event of the death of a "family member." which is unpaid but protected leave.

As a benefit offered to employees, SBCAG will compensate employees for up to three (3) days of paid bereavement leave for in state travel and up to five (5) days paid bereavement leave for out of state travel. This benefit does not draw on the employees available accruals.

A "family member" means a spouse, domestic partner, child, stepchild, parent, grandparent, grandchild, sibling, parent-in-law.

An employee may use vacation, personal leave, accrued and available sick leave, or compensatory time off in order to provide for their compensation during any bereavement leave in excess of five (5) days of protected leave.

An employee who utilizes bereavement leave shall notify their Supervisor of the intent to use such leave. Employees may use such leave on a non-consecutive basis in the three (3) months that follow that date of death of the "family member."

### **11.13. Military Leave**

Members of the National Guard or Armed Forces Reserve required to participate in Active Military Duty training will be granted annual military duty leave with pay for two weeks only, plus reasonable travel time. Military leave will be granted following state and federal law. An employee requesting leave for this purpose shall promptly provide Human Resources 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 Supervisor may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

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

### **11.14. School-Related Leave**

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

### **11.15. Child Suspension Leave**

Any employee who is the parent or guardian of a child in kindergarten through grade 12 may take time off to go to the child's school in response to a request from the child's school, if the employee gives advance notice to their supervisor. A school has the authority to request that the parent attend the child's school if the child has: committed any obscene act; habitually used profanity or vulgarity; disrupted school activities; or otherwise willfully defied the valid authority of school personnel.

### **11.16. Industrial Injury Leave**

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

- A. There is no required length of service for any employee requesting an industrial injury leave of absence based on a work-related disability.
- B. A leave of absence may be granted to any employee who sustains a work-related illness or injury. Any employee subject to this policy who depletes their accumulated sick leave, compensatory time, personal holiday time and vacation days while absent from work by reason of an injury or illness covered by Workers' Compensation may receive an unpaid leave of absence and continuation of health care benefits consistent with state and/or federal law.
- C. During the time the employee is in fully paid status while absent from work by reason of injury or illness covered by Workers' Compensation, they shall continue to accrue sick leave and vacation benefits as though they were not on leave of absence.
- D. When the employee authorizes, the difference between the amount granted pursuant to such Workers' Compensation and the employee's regular pay will be deducted from the employee's accumulated sick leave, vacation, personal holidays, and compensatory time, if any. The employee will continue in pay status and receive their pay until their accumulated sick leave, and authorized compensatory time, personal holidays and vacation days, have been depleted to the nearest hour.
- E. Notification requirements for a medical leave of absence for work-related disabilities are the same as those for medical leave for nonwork-related disabilities.
- F. SBCAG will retain employees on an extended leave of absence for work-related disabilities until one of the following situations occurs:
  - 1. The employee is released for full or partial duty.
  - 2. The Supervisor receives satisfactory medical evidence that the employee will be permanently unable to return to work, upon which time SBCAG will engage the employee in the interactive process (see Policy 18: Reasonable Accommodation and Interactive Process).
  - 3. The employee resigns in writing or directly or indirectly informs the Supervisor (i.e., by accepting other employment, moving out of the state, etc.) that they do not intend to return to SBCAG's employ.
  - 4. Employees do not earn pension credits with SBCERS while on industrial injury leave but may have the option to purchase said lost credits upon return to work. The employee should contact SBCERS upon return to work to discuss buy back options.



### **11.17. Time Off to Vote**

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

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

### **11.18. Paid Administrative Leave**

SBCAG has the right to place an employee on leave with full pay for non-disciplinary reasons at any time when the Executive Director has determined that the employee's and/or SBCAG's best interests warrant the leave. The employee does not have a right to appeal the decision to be placed on administrative leave with pay.

### **11.19. Personal Leave**

An employee may request a personal leave of absence from work for personal reasons not otherwise covered by any other section in this handbook. Such a request for personal leave must be approved in advance of the personal leave by the Executive Director. This personal leave of absence is unpaid and is not job-protected.

- A. A personal leave of absence without pay may be granted for a reasonable time of up to four weeks at the Executive Director's discretion. No pay or vacation, sick, or pension benefits are earned during this period. Benefits will be continued at the sole expense of the employee. Be certain to contact Human Resources so that full payment for continuation of benefits can be provided before the commencement of the leave.
- B. An employee is eligible for personal leave if (1) the employee has been employed by SBCAG for at least six (6) months, and (2) the employee has been employed by SBCAG for at least 1,250 hours during the 12 months immediately preceding the commencement of the requested leave.
- C. Requests for leave under this section may only be requested once within a twelve 12-month "rolling" period.

- D. Requests must be submitted in writing and must be approved in writing by the Executive Director a minimum of 30 days before the leave begins.
- E. The leave may be extended for an additional two (2) weeks due to special circumstances, determined on an individual basis, and with the concurrence of the Executive Director.
- F. Requests for extensions of leave must be submitted in writing and approved in writing by the Executive Director one week before the extended period of leave is scheduled to end.
- G. In all such requests, the first consideration is the welfare and efficiency of SBCAG during an employee's absence.

**11.20. Administrative Leave**

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

## **12. WORKWEEK AND OVERTIME**

### **12.1. Workweek**

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

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

Employees working a 9/80 work schedule will have a regular day off every other week as determined by SBCAG. For employees working a 9/80 work schedule, each employee's designated work week shall begin exactly four hours after the start of their eight (8) hour shift on the day of the week that corresponds to the employee's alternating regular day off.

### **12.3. Overtime – Compensatory Time Off**

Overtime under the Fair Labor Standards Act (hereafter referred to as FLSA) is defined as all hours an overtime-eligible employee actually works over forty (40) hours in their designated work week. Only actual hours worked will be counted toward the 40-hour threshold for purposes of calculating FLSA overtime pay; paid leave will not be counted. Overtime-eligible employees who are directed to work overtime must do so.

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

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

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

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

When an employee wishes to take compensatory time off it shall be requested in the same manner as requests for vacation time off and must be approved by the

employee's supervisor. Compensatory Overtime shall be used before any leave-without-pay is granted.

Except upon termination of employment, hours in the Compensatory Overtime bank as of the last pay period ending December 31 shall be paid off in cash based on the employee's regular hourly rate of pay in effect at the time of payment. Payments for Compensatory Overtime hours are taxable as lump sum payments following IRS and State Franchise Tax Board regulations and are subject to withholding as required by law

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

#### **12.4. Prior Approval Required**

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

Unless the Supervisor specifies otherwise in writing, non-exempt employees may not remotely access SBCAG equipment, resources, or email outside of authorized work hours per Employee Flexwork & Telework Agreement or Flexible Work Schedule Agreement.

Failure to follow these overtime approval procedures may subject the employee to disciplinary action, up to and including termination, for violating the overtime approval procedures.

### 13. RETIREMENT

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

## **14. BENEFITS**

### **14.1. Cash Benefit Allowance**

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

### **14.2. Medical, Dental, and Vision Benefits**

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

### **14.3. Flexible Spending Accounts (FSA)**

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

### **14.4. Long-Term Care Insurance**

This insurance provides the employee with coverage if long-term care is required in a skilled nursing facility or the home. Coverage is available to employees but purchased by

the employee with no contribution from SBCAG. Employees should contact CalPERS if interested in learning more about this coverage.

#### **14.5. Short Term Disability**

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

#### **14.6. Long Term Disability**

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

#### **14.7. Accidental Death and Dismemberment Insurance**

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

#### **14.8. Life Insurance**

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

#### **14.9. 457 / Deferred Compensation Plan**

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

#### **14.10. Tuition Reimbursement Program**

To the extent funding is available, SBCAG shall provide for each employee tuition reimbursement up to a maximum of \$500 per fiscal year. Employee(s) should discuss with their Supervisor when the budget for the upcoming fiscal year is being developed to ensure inclusion in the budget.

- A. The Tuition Reimbursement Program is established to:
  - 1. Encourage employees to continue their education to meet the present and future needs of SBCAG service.

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

#### **14.11. Transportation Demand Management (TDM) Benefits**

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

A. Trip Rewards:

Employees earn points for each trip taken utilizing alternative transportation which can be redeemed for rewards /gift cards. This does not include teleworking. (see section 10 for details on what is eligible)

B. Vacation Incentive

Employees can earn up to 16 hours of additional vacation time per year for using alternative transportation. SBCAG-approved examples of alternative



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

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

C. SBCAG Guaranteed Ride Home

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

D. Transportation for local medical appointments

Employees who regularly utilize an alternative transportation mode are eligible to receive reimbursement for transportation (i.e. Uber/Lyft) for local medical appointments not to exceed \$200 per calendar year. Receipts will be required to receive this reimbursement.

#### **14.12. Travel Assistance**

Employees have access to a host of services including emergency transportation services, medical assistance services, pre-trip assistance, travel assistance services, and personal security services through SBCAG's relationship with the Assist America as part of our relationship with The Standard and can request more information from Human Resources.

#### **14.13. Cell Phone Stipend**

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

#### **14.14. Discount Cell Phone and Hotspot Rates**

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

#### **14.15. Transportation Discounts**

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

#### **14.16. Coastal Housing Partnership**

SBCAG employees may be eligible for access to the Coastal Housing Partnership's Homebuyer's Assistance Program, Mortgage Refinance Program, and Rental Housing Assistance Program. Employees may request more information about this benefit from Human Resources.

#### **14.17. Professional Development**

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

#### **14.18. Employee Assistance Program**

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

#### **14.19. Pets At Work**

Pets make our lives better in so many ways. At work, they contribute to a fun and happy environment, encourage interactions among people and get us up for regular exercise breaks. Pets are also a responsibility and the opportunity to have them at our workplace is a privilege all participants must respect. This workplace benefit applies to SBCAG employees only. Due to the difficulty to track requirements of outside individuals, visitors are not allowed to bring pets to SBCAG offices. This benefit applies to the SBCAG offices located at Casa Nueva when their owner is at work. The focus of this benefit is dogs and cats. Other pets are not included at this time. Application for participation is available through SBCAG Human Resources.

#### **14.20. Emergency Ride Home Program**

In the event an eligible employee has utilized an alternative form of transportation to work and an emergency arises or the employee is required to stay for unplanned overtime, that

employee is guaranteed a ride home and can be reimbursed up to \$220 per calendar year for taxi fare or rental car fees through the Traffic Solutions Emergency Ride Home Program. The employee must register for the Traffic Solutions Emergency Ride Home Program to be eligible and are subject to the limitations imposed by the program.

## **15. POLITICAL ACTIVITIES POLICY & FORM 700**

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

### **15.1. Improper Dealing with Public Officials, Suppliers, or Others**

Employees may not engage in any of the following activities:

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

### **15.2. Social Events, Prizes and Gifts**

SBCAG employees assigned to positions in which they may work with sponsors of legislation, policies, programs, products or services, etc. may attend events of such sponsors:

- A. Upon written approval by employees supervisor and executive director; and
- B. Only if it is reasonably likely that SBCAG will benefit from such attendance; or
- C. Use of the sponsor's service or product and such participation allows for opportunities to meet with the sponsor's representatives or to learn more about its services or products.

Should a random drawing be held in conjunction with such an event, staff may participate and may receive an award or gift personally. If accepting an award or gift employees must adhere to SBCAG's conflict of interest code. Awards or gifts of more than a minimal value (\$50) must be reported to SBCAG. When the value of the award or gift is in doubt, the award or gift should be reported to SBCAG.

### **15.3. Personal, Business or Financial Conflicts**

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

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

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

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

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

### **16.1. Purpose**

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

SBCAG is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in SBCAG's operations and prohibits unlawful discrimination by any employee of SBCAG, including supervisors and coworkers. To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, SBCAG will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result. Any applicant or employee who requests accommodations to perform the essential functions of the job should contact Human Resources or the respective department supervisor and request such an accommodation. SBCAG then will engage in the interactive process with the employee.

If SBCAG determines that unlawful discrimination and/or harassment has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action also will be taken to deter any future discrimination and/or harassment. SBCAG will not retaliate against you for filing a complaint and will not knowingly permit retaliation by management, employees, or your coworkers.

### **16.2. Covered individuals**

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

### **16.3. Definitions – Protected Classification**

This policy prohibits harassment, discrimination, or retaliation because of an individual's protected classification. "Protected Classification" includes race religious creed, sex, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, age (over 40), sexual orientation, or military and veteran status, or any other basis protected by law.

This policy prohibits discrimination, harassment, or retaliation because: 1) of an individual's protected classification; 2) the perception that an individual has a protected classification; or 3) the individual associates with a person who has or is perceived to have a protected classification.

### **16.4. Definitions – Protected Activity**

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

### **16.5. Definitions – Discrimination**

This policy prohibits treating covered individuals differently and adversely because of the individual's protected classification, actual or perceived; because the individual associates with a person who is a member of a protected classification, actual or perceived; or because the individual participates in a protected activity as defined in this policy.

### **16.6. Definitions - Harassment**

This policy prohibits harassment of a covered individual because of the individual's actual or perceived protected classification.

Harassment includes, but is not limited to, the following conduct:

- A. Derogatory, offensive, or inappropriate speech, such as epithets, derogatory comments or slurs, and propositions based on a protected classification. This includes but is not limited to, comments, stories, and jokes about appearance, dress, physical features, gender identification, race.
- B. Physical acts, such as assault, impeding or blocking movement, offensive touching, or physical interference with normal work or movement. This includes pinching, grabbing, patting, or making explicit or implied job threats or promises in return for submission to physical acts.
- C. Visual acts, such as derogatory gestures, posters, cartoons, emails, pictures, or drawings related to a protected classification.



- D. 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 does unreasonably interfere with an individual's work performance or create an intimidating, hostile, or offensive working environment.

### **16.7. Guidelines for Identifying Harassment**

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

- A. It is no defense that the recipient "appears" to have consented to the conduct at issue by failing to protest about the conduct. A recipient may not protest for many legitimate reasons, including the need to avoid being insubordinate or to avoid being ostracized or subjected to retaliation.
- B. Simply because no one has complained about a joke, gesture, picture, physical contact, or comment does not mean that the conduct is welcome. Harassment can evolve over time. Small, isolated incidents might be tolerated up to a point. The fact that no one has yet complained does not preclude someone from complaining if the conduct is repeated in the future.
- C. Even visual, verbal, or physical conduct between two people who appear to welcome the conduct can constitute harassment of a third person who witnesses the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not explicitly or specifically directed at a particular individual.
- D. Conduct can constitute harassment even if the individual has no intention to harass. Even well-intentioned conduct can violate this Policy if the conduct is directed at, or implicates a protected classification, and if an individual would find it offensive (e.g., gifts, over-attention, endearing nicknames, hugs).

### **16.8. Definitions - Retaliation**

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

### **16.9. Complaint Procedure**

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

- A. Authorize and supervise the investigation of the complaint and/or investigate the complaint. The investigation will usually include interviews with 1) the complainant; 2) the accused; 3) witnesses to the conduct at issue in the complaint, and 4) other persons who have relevant knowledge concerning the allegations in the complaint.
- B. Review the factual information gathered through the investigation to determine whether the alleged conduct violates the policy considering all factual information, the totality of the circumstances, including the nature of the conduct, and the context in which the alleged incidents occurred.
- C. Prepare a summary report of the determination as to whether the conduct violated this to the appropriate authorities. If discipline or sanctions are imposed, the level of discipline or sanctions will not be communicated to the complainant.
- D. If conduct in violation of this policy occurred, take or recommend to the Executive Director prompt and effective remedial action. The remedial action will be commensurate with the severity of the offense.
- E. Take reasonable steps to protect the complainant from further harassment, discrimination, or retaliation.

If the Executive Director is accused, or a witness to the events at issue, an individual with higher authority will complete and/or delegate the above enumerated steps.

SBCAG takes a proactive approach to potential policy violations and will investigate if its Supervisor or management employees become aware that harassment, discrimination, or retaliation may be occurring, regardless of whether the recipient or third party reports a potential violation.

#### **16.10. Option to Report to Outside Administrative Agencies**

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

### **16.11. Confidentiality**

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

### **16.12. Responsibilities**

- A. Each non-Supervisor is responsible for:
  - 1. Treating all individuals in the workplace or on worksites with respect and consideration.
  - 2. Modeling behavior that conforms to this Policy.
  - 3. Participating in periodic training.
  - 4. Cooperating with SBCAG's investigations by responding fully and truthfully to all questions posed during the investigation.
  - 5. Taking no actions to influence any potential witness while the investigation is ongoing.
  - 6. Reporting any act they believe in good faith constitutes harassment, discrimination, or retaliation as defined in this Policy, to their immediate Supervisor, or Human Resources.
  
- B. In addition to the responsibilities listed above, each Supervisor is responsible for:
  - 1. Informing employees of this policy.
  - 2. Taking all steps necessary to prevent harassment, discrimination, and retaliation from occurring, including monitoring the work environment and taking immediate appropriate action to stop potential violations, such as removing inappropriate pictures or correcting inappropriate language.
  - 3. Receiving complaints in a fair and serious manner, and documenting steps taken to resolve complaints.
  - 4. Follow up with those who have complained to ensure that the behavior has stopped and that there are no reprisals.

5. Informing those who complain of harassment or discrimination of their option to contact the EEOC or DFEH regarding alleged policy violations.
6. Assisting, advising, or consulting with employees and the Executive Director and Human Resources regarding this policy.
7. Assisting in the investigation of complaints involving employee(s) in their departments and, when appropriate, if the complaint is substantiated, recommending appropriate corrective or disciplinary action following this policy, up to and including termination.
8. Implementing appropriate disciplinary and remedial actions.
9. Reporting potential violations of this policy of which they become aware to the Executive Director and Human Resources, regardless of whether a complaint has been submitted.
10. Participating in periodic training and scheduling employees for training on abusive conduct and sexual harassment prevention.

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

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

### **17.1. Reasonable Accommodation Policy**

Absent the imposition of undue hardship to SBCAG or its operations or the existence of a direct threat to the health and safety of employee(s), SBCAG provides employment-related reasonable accommodations to the following employees and applicants for employment:

- A. Qualified individuals with disabilities, both applicants and employees, to enable them to perform essential job functions; and
- B. 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; and
- C. Employee victims of domestic violence, sexual assault, or stalking to promote the safety of the employee victim while at work; and
- D. Employees who request reasonable accommodation to address a conflict between religious belief or observance and any employment requirement.

### **17.2. Reasonable Accommodation Procedure**

- A. Request for Accommodation

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

- B. Reasonable Documentation of Disability

Following receipt of the request, SBCAG may require additional information, including reasonable medical documentation, confirming the disability, and the need for accommodation, along with the name and credentials of the employee's health care provider, if the disability or the need for reasonable accommodation is not obvious.

If the individual provides insufficient documentation, SBCAG will do the following: (1) explain the insufficiency of the documentation provided; (2) allow the employee or applicant to supplement the documentation in order to remedy the issue with the documentation provided; and (3) pursue the interactive process only to the extent that the request for reasonable accommodation is supported by the medical documentation provided.

C. Medical Certification Indicating the Need for a Reasonable Accommodation or Transfer Due to Pregnancy or Related Conditions

If a pregnant employee, or an employee with a pregnancy-related condition, requests a reasonable accommodation or transfer due to pregnancy, SBCAG 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: (1) a description of the requested accommodation or transfer; (2) a statement describing the medical advisability of the accommodation or transfer due to pregnancy; and (3) the date that the need for the accommodation or transfer will become necessary and the estimated duration of the accommodation or transfer.

D. Certification of Victim Status

An employee who is a victim of domestic violence, sexual assault, or stalking and who requests an accommodation to provide for their safety while at work must provide both of the following:

1. 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
2. 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.

E. Fitness for Duty Examination

1. Applicants:

After SBCAG extends a conditional offer of employment to an applicant, SBCAG may 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. SBCAG will notify an applicant or employee who is required to pass a medical and/or psychological examination of their right to obtain a second opinion at their expense and that he/she may submit such second opinions for consideration.

2. Current Employees:

SBCAG may require an employee to undergo a fitness for duty examination to determine whether the employee has a disability and is able to perform the essential functions of their job when there is significant evidence of the following:

- a. The employee's ability to perform one or more essential functions of their job has declined; or

Could cause a reasonable person to question whether an employee is still capable of performing one or more of their essential job duties, or is still capable of performing those duties in a manner that does not harm themselves or others.

F. Role of the Healthcare Provider

SBCAG may request the applicant's or employee's health care provider to conduct a fitness for duty exam on the applicant or employee or may request an SBCAG-selected health care provider to do so at SBCAG's expense. SBCAG will allow an employee paid time off to attend the exam. SBCAG will provide the health care provider with a letter requesting a fitness for duty examination and a written description of the essential functions of the job. The examination will be limited to determining whether the applicant or employee can perform the essential functions of their position and any work restrictions and/or functional limitations that apply to the applicant or employee. The health care provider will examine the employee and provide SBCAG with non-confidential information regarding whether:

1. The applicant or employee has a disability within the meaning of the FEHA;
2. The applicant or employee is fit to perform essential job functions;
3. Workplace restrictions or functional limitations apply to the applicant or employee, and the duration of the work restrictions or functional limitations;
4. There are any reasonable accommodations that would enable the employee to perform essential job functions; and
5. The employee's continued employment poses a threat to the health and safety of themselves or others.

Should the health care provider exceed the scope of SBCAG's request and provide confidential health information, without valid consent of the applicant or employee, SBCAG will return the report to the health care provider and request another report that includes only the non-confidential fitness for duty information that SBCAG has requested.

G. Authorization for the Use of Medical Information  
During the course of a fitness for duty examination, SBCAG will not seek or use information regarding an employee's medical history, diagnoses, or course of treatment without an employee's written authorization.

H. Medical Information from the Employee or Applicant  
If an employee or applicant submits medical information to SBCAG from their own health care provider, SBCAG will not forward that information on to the health care provider who conducted the examination for SBCAG, without the employee or applicant's written authorization.

Upon receipt of the written authorization, SBCAG will request SBCAG-paid health care provider to determine whether the information alters the original fitness for duty assessment.

I. Interactive Process Discussion

1. When to Initiate the Interactive Process

SBCAG will initiate the interactive process when:

- i. An applicant or employee with a known physical or mental disability or medical condition requests reasonable accommodation(s);
- ii. SBCAG 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;
- iii. SBCAG 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;
- iv. An employee disabled by pregnancy, childbirth or related medical conditions requests a reasonable accommodation or transfer based on the advice of their health care provider;
- v. An employee with a physical or mental disability, regardless of cause, fails to return to work following pregnancy disability leave;



- vi. An employee-victim of domestic violence, sexual assault, or stalking requests a reasonable accommodation(s) for their safety at work;
- vii. An employee requests an accommodation to address a conflict between religious belief, observance, or practice and any employment requirement; or
- viii. An employer is aware of the need for a reasonable accommodation for an employee or applicant's religious beliefs, observance or practices.

## 2. Interactive Communications

After the occurrence of any of the above-stated circumstances that trigger the need to conduct an interactive process meeting, SBCAG will promptly arrange for a discussion or discussions, in person or via conference telephone call, with the applicant or employee and their designated representative, (if any). The purpose of the interactive communications will be to discuss in good faith all feasible potential reasonable accommodations. SBCAG will document these communications in writing.

### **17.3. Potential Accommodations for Employees with Disabilities**

Depending on the facts of each case, the interactive process analysis will generally begin with a review of possible reasonable accommodations that would enable the individual to retain their current job. The process will generally then move on to possible reasonable accommodations in other vacant jobs, for which the individual is qualified, if there is no reasonable accommodation in the current job that does not cause undue hardship, or that does not present a risk of harm to the individual or others. SBCAG will consider accommodations that the applicant or employee suggests, but has the right to select and implement any reasonable accommodation that it deems effective. The range of potential reasonable accommodations includes, but is not limited to, the following:

- A. Making existing facilities used by employees readily accessible to, and usable by, individuals with disabilities, including, but not limited to, the following: acquisition or modification of equipment or devices; adjustment or modifications of examinations, training materials or policies; and/or the provision of qualified readers or interpreters;
- B. Job restructuring;
- C. Part-time or modified work schedules;
- D. Paid or unpaid leave of absence of a finite duration that is likely to enable the employee to return to work at the end of the leave;

- E. Preferential consideration to reassignment to a vacant, comparable position, except when such preference would violate a bona fide seniority system;
- F. Reassignment to a vacant lower-paid position if there is no funded, vacant comparable position for which the individual is qualified for; or
- G. Reassignment to a temporary position, if the individual agrees.

**17.4. Potential Accommodations for Employees Disabled by Pregnancy and Related Conditions**

Depending on the facts of each case, the interactive process will attempt to identify and implement a reasonable accommodation that is consistent with the medical certification applicable to the applicant or employee. Whether an accommodation is reasonable is a case-by-case analysis that takes into account several factors, including, but not limited to: the employee's medical needs; the duration of the needed accommodation; and the employer's legally permissible past and current practices. The range of potential accommodations includes, but is not limited to, the following:

- A. Transfer to a less strenuous or hazardous position for the duration of the pregnancy;
- B. Change in or restructuring of work duties, such as modifying lifting requirements;
- C. Providing more frequent breaks;
- D. Providing seating;
- E. Time off for medical appointments; and
- F. Transfer temporarily to a job with equivalent pay and benefits that the employee is qualified to perform in order to accommodate reduced work schedule or intermittent leave. However, a reduction in work hours may be considered a form of pregnancy disability leave and deducted from the employee's four (4) month pregnancy disability leave entitlement.

**17.5. Potential Accommodations for Employee-Victims of Domestic Violence, Sexual Assault, or Stalking**

Depending on the facts of each individual case, the interactive process analysis will review all possible accommodations that would enhance the safety of the employee victim at work. In determining what accommodation is reasonable, SBCAG will consider the exigent circumstance or danger facing the employee. SBCAG will consider the preferences of the employee to be accommodated, but has the right to select and implement any accommodation that it deems effective. The range of potential safety measure accommodations includes, but is not limited to, the following:

- A. Transfer, reassignment, modified schedule;
- B. Change in work telephone number;
- C. Change in location of work station;
- D. Installation of locks;
- E. Assistance in documenting domestic violence, sexual assault, stalking, or a crime that occurs in the workplace;
- F. The implementation of a safety procedure(s);
- G. Adjustment to job structure, workplace facility, or work requirement; and Referral to a victim assistance organization.

**17.6. Potential Accommodations for Religious Creed, Religious Dress Practice, or Religious Grooming Practice**

Depending on the facts of each case, the interactive process analysis will review all possible accommodations that would resolve the conflict between the religious belief or observance and any employment requirement. SBCAG will consider the preference of the employee or applicant, but has the right to select and implement any accommodation that it deems effective. The range of potential accommodations includes, but is not limited to, the following:

- A. Job restructuring or job reassignment (but not segregation from other employees or the public);
- B. Modification of work practices, including dress or grooming;
- C. Allowing time off in an amount equal to the amount of non-regularly scheduled time the employee has worked in order to avoid a conflict with their religious observances.

### **17.7. Case by Case Determination**

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

## **18. SUBSTANCE ABUSE POLICY**

### **18.1. Purpose and Scope**

SBCAG strives to maintain its worksite(s) free from the illegal use, possession, or distribution of alcohol or controlled substances, as defined in schedules I through V of the Controlled Substances Act, 21 United States Code §812, and by regulation at 21 Code of Federal Regulations Part 1308. Unlawful manufacture, distribution, dispensing, possession, use, or sale of alcohol or controlled substances by SBCAG employees and contractors in the workplace, on SBCAG premises, at official SBCAG functions, or on SBCAG business is prohibited. In addition, employees shall not use illegal substances or abuse legal substances in a manner that impairs work performance.

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

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

SBCAG will not take any discriminatory employment action based on either an employee or applicant’s off-duty use of cannabis away from the workplace or a drug test result which indicates the presence of non-psychoactive cannabis metabolites in the employee or applicant’s hair, blood, urine, or other bodily fluids unless employees or applicants for SBCAG employment who are not part of one or more of the groups described below:

- A. Employees or applicants for employment who are in the building and construction trades;
- B. Employees or applicants for employment who are subject to either state or federal law or regulation that requires drug testing (e.g., DOT rule, 49 CFR Part 40);
- C. Employees or applicants for employment who are hired for positions that require a federal government background investigation or security clearance in accordance with regulations issued by the United States Department of Defense pursuant to Part 117 of Title 32 of the Code of Federal Regulations, or equivalent regulations applicable to other agencies.

SBCAG may take an employment action against applicant for employment that is based on a scientifically valid preemployment drug screening conducted through methods that do not screen for non-psychoactive cannabis metabolites. In addition, SBCAG may take an employment action against an employee based on the prohibited conduct provided in section 18.3.

## **18.2. Drug- and Alcohol-Free Awareness Program**

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

## **18.3. Prohibited Conduct**

- A. The manufacture, distribution, sale, dispensation, possession, or use of any controlled substance, narcotic, or prescription drug that has not been lawfully prescribed to the employee in either SBCAG workplaces or wherever SBCAG business is performed.
- B. Working or being subjected to call in if impaired by alcohol, narcotic prescription drugs not lawfully prescribed to the employee, drugs, or any controlled substance.
- C. An employee's failure to notify their Supervisor before beginning work when taking medications or drugs, could interfere with the safe and effective performance of duties or operation of vehicles or SBCAG equipment.
- D. An employee's failure to notify Human Resources of any criminal conviction for a drug violation that occurred in the workplace within five days after such conviction.
- E. An employee's criminal conviction for a drug violation that occurred in the workplace.

## **18.4. Drug and Alcohol Testing**

SBCAG has discretion to test employees for alcohol and drug use under the following circumstances. SBCAG will use an outside laboratory to perform all testing.

- A. Reasonable Suspicion Testing: SBCAG may require a blood test, urinalysis, or other drug and/or alcohol screening of those employees who are reasonably suspected of using or being under the influence of a drug or alcohol at work, under the following circumstances.
- B. "Reasonable suspicion" to test exists if, based on objective factors, a reasonable person would believe that the employee is under the influence of drugs or alcohol at work. Examples of objective factors, include, but are not limited to: unusual behavior, slurred or altered speech, body odor, red or watery eyes, unkempt appearance, unsteady gait, lack of coordination, sleeping on the job, a pattern of abnormal or erratic behavior, a verbal or physical altercation, puncture marks or sores on skin, runny nose, dry mouth, dilated or constricted pupils, agitation, hostility, confused or

incoherent behavior, paranoia, euphoria, disorientation, inappropriate wearing of sunglasses, tremors, or other evidence of recent drug or alcohol use. If SBCAG suspects drugs or alcohol may have played a role in an accident involving SBCAG property or equipment that will also constitute reasonable suspicion.

- C. Document and Analysis: In order to receive authority to test, the supervisor must record the factors that support reasonable suspicion in writing and analyze the matter with the Executive Director. Any reasonable suspicion testing must be pre-approved by the Executive Director.
- D. Testing Protocol: If the documentation and analysis show that there is a reasonable suspicion of drug or alcohol abuse at work, and the Executive Director has approved, the employee will be relieved from duty, transported to the testing facility and to their home after the test. SBCAG will not act upon or use any reasonable suspicion test that utilizes a non-psychoactive (urine) test. The employee will be placed on sick or other paid leave until the test results are received.

## **19. SBCAG RULES WILL BE STRICTLY ENFORCED**

It is not possible to provide employees with a complete list of every possible offense that will result in discipline, including termination. However, to give the employee some guidance, examples of unacceptable conduct are listed below. An employee should be aware that conduct that is not listed, but that is unprofessional or potentially embarrassing, adversely affects or is otherwise detrimental to SBCAG's interests, or the interests of its employees, public officials, or the public at large, may also result in disciplinary action, up to and including immediate termination:

- A. Absence without authorized leave;
- B. Failure or inability to return to work on a timely basis after the termination of an approved leave of absence;
- C. Excessive absenteeism and /or tardiness as defined by the employee's department supervisor or these Policies;
- D. Excessive timekeeping errors;
- E. Use of disability leave in a manner not authorized or provided for according to the disability leave policy or other policies of SBCAG;
- F. Making any false statement, omission, or misrepresentation of a material fact;
- G. Providing wrong or misleading information or other fraud in securing appointment, promotion, or maintaining employment;
- H. Unsatisfactory job performance;
- I. Inefficiency;
- J. Malicious or willful destruction of or damage to SBCAG property or supplies, or the property of another employee, a public official, or a visitor;
- K. Theft or unauthorized removal from SBCAG premises of any SBCAG property, or the property of another employee, a public official, or a visitor;
- L. Unauthorized access to SBCAG information that is confidential, sensitive, or of a financial nature;
- M. Obtaining employment or employee benefits by giving false or misleading information, or falsifying or omitting any material information on employment documents or records, including the employee's or a co-worker's time records;
- N. Dishonesty of any kind in relations with SBCAG or its members;



- O. Bringing or possessing firearms, weapons, or other dangerous devices or hazardous substances on SBCAG property without proper authorization;
- P. Possession, use, sale, or distribution of alcoholic beverages or illegal drugs on SBCAG property or while conducting SBCAG business;
- Q. Reporting for work or working under the influence of alcohol or illegal drugs;
- R. Insubordination, including improper conduct toward a supervisor or refusal to perform tasks related to the employee's job, which are assigned by a supervisor or his/her designee;
- S. Fighting on SBCAG property or "horseplay" or any other action that disrupts work or is dangerous to others or SBCAG property;
- T. Harassing, threatening, intimidating, or coercing another employee, a public official, or members of the public, at any time, including off-duty periods;
- U. Giving SBCAG's products or services free of charge or at a discount to any person without prior written authorization;
- V. Pleading guilty to or being convicted of any crime other than a minor traffic violation;
- W. Unauthorized disclosure or use of any confidential information about SBCAG or its members or any trade secrets that the employee has learned through the employee's employment with SBCAG;
- X. Failure to follow all safety rules, to cooperate in safety inspections, or to promptly report all unsafe conditions encountered during work to the appropriate person;
- Y. Failure to observe the terms and conditions of all software agreements and licenses to which SBCAG may be a party;
- Z. Unauthorized use of SBCAG equipment, including rented equipment;
- AA. Violation of any SBCAG policy, including any of the Policies described in this handbook, as revised from time to time.

Nothing in the above listing alters the at-will nature of employment with SBCAG or the disciplinary process for For-Cause Employees described below.

## 20. DISCIPLINARY PROCESS FOR “AT-WILL” EMPLOYEES

While SBCAG may elect to follow the progressive discipline procedures identified below, the Agency is in no way obligated to do so. Using progressive discipline is at the sole discretion of the Executive Director for an at-will employee.

A. Verbal warning.

A verbal warning serves to ensure that the employee is aware of the infraction and is allowed to take steps to remedy it. The warning is verbal, but documented by the supervisor that it was delivered.

B. Written warning

A written warning (one or more) is a more formal warning to the employee. It is issued if the verbal warning does not result in a positive change in the employee’s behavior. It usually includes an action plan or next steps that must be taken to ensure that there are no further consequences. This warning will go into the employee’s personnel file.

C. Suspension

Suspension is generally reserved for situations that require investigation before further action is taken. This suspension can be with or without pay.

D. Termination

An employee will receive a termination letter and will be terminated immediately.

## 21. DISCIPLINARY PROCESS FOR “FOR-CAUSE” EMPLOYEES

### 21.1. Process “*Skelly*”

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

#### A. “*Skelly*” Notice of Intended Disciplinary Action to Employee:

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

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

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

If the employee requests a *Skelly* conference, the Supervisor or designee will conduct an informal meeting with the employee. During the informal meeting, the employee shall have the opportunity to rebut the charges against him or her and present any mitigating circumstances. The Supervisor will consider the employee’s presentation before issuing the disciplinary action. The employee’s failure to attend the conference, or to deliver a written response by the date specified in the *Skelly* notice, is a waiver of the right to respond, and the intended disciplinary action will be imposed on the date specified in the *Skelly* letter.

C. Final Notice of Discipline

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

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

D. Delivery of the Final Notice of Discipline

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

## **21.2. Discipline Appeal Procedures**

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

A. Request for Appeal Hearing

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

B. Appeal Hearing Officer

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

C. Date and Time of the Appeal Hearing

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

D. Prehearing Notice of Witnesses and Evidence

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

E. Subpoenas

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

F. Continuances

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

G. Record of the Appeal Hearing

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

H. Employee Appearance

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

I. Conduct of the Hearing:

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

J. Presentation of the Case

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

1. SBCAG is permitted to make an opening statement;

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

K. Written Briefs

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

L. Appeal Hearing Officer's Recommended Decision

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

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

M. Proof of Service of the Written Findings and Decision

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

N. Judicial Review

Judicial review may be had by filing a petition for a writ of mandate as it may be amended from time to time shall apply to the judicial review of appeal hearing officer decisions.



## **22. PERSONNEL FILES**

### **22.1 Personnel Files**

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

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

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

Each employee is responsible for promptly notifying Human Resources of any changes in their contact and benefits information, including mailing address; telephone number; persons to contact in an emergency; and number and names of dependents.

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

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

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

##### **Inspection of File:**

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

1. Copies:

A current or former employee is entitled to receive a copy of their 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 Human Resources in writing. SBCAG may charge a fee for the actual cost of copying.

2. Representative's Inspection:

If the current or former employee wishes to have another person/representative inspect their personnel file, they must provide the person/representative with written authorization. Human Resources will notify the employee and/or representative of the date, time, and place of the inspection in writing.

3. No Removal of File Documents:

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

## **22.2 Limitations on Access or Copying of Personnel File**

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

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

### **23.1. Recruitment**

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

A. Recruitment Posting/Announcement

The requirement is posted to SBCAG's website as well as other websites to announce vacancies. Job description, pay grade, and instructions on how to apply are made available. All recruitment opportunities include a closing date on which applications will be received.

B. Applications

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

C. Disqualification

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

D. A list of finalists is compiled

Once all applications have been screened for the minimum requirements, human resources makes a short list of no more than six to eight finalists they would like to interview. For the sake of equity, the decisions are based on the information included in the applications.

E. Interviews are scheduled

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

F. Interviews are conducted

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

G. A conditional job offer is extended

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

H. A conditional job offer is accepted

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

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

1. Background and reference checks

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

2. Criminal Conviction Check

After a conditional offer of employment has been made, Human Resources will request information about criminal convictions, except for misdemeanor marijuana-related convictions that are over two years old, or convictions that have been judicially sealed, eradicated, or expunged. Unless required by law, SBCAG will not deny employment to any applicant solely because they have been convicted of a crime. SBCAG may, however, consider the nature, gravity, date, and circumstances of the offense, evidence of rehabilitation, as well as whether the offense is relevant to the duties of the position.

J. Candidates not selected are notified

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

### **23.2. Hiring Decisions**

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

### **23.3. Voluntary Demotion**

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

### **23.4. Promotion**

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

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

Promotional opportunities may occur because an employee has been given expanded duties, responsibilities, and authority, progressing, for example, through a recognized family of titles (e.g., Transportation Planner I, II, III), or has moved to a different position vacated as a result of another employee having been promoted, transferred, discharged, or retired. It is SBCAG's goal to ensure maximum opportunity for promotion from within consistent with the commitment to organizational needs, equal opportunity, and budgetary constraints.

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

All recommendations for promotion shall be approved by the Executive Director during the annual budget process to ensure adequate resources/funding is available.

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

### **24.1. Types of Separation**

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

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

### **24.2. Release of Extra Help Employee**

An extra help employee may be separated at any time, without cause, and without right to any appeal or grievance.

### **24.3. Resignation**

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

### **24.4. Retirement**

An employee planning to retire may provide a written notice to the Executive Director prior to the effective date of retirement. A notice of retirement becomes final when the Executive Director receives the notice of retirement in writing. Once a notice of retirement has been accepted, it is final and irrevocable.

## **24.5. Job Abandonment**

Any employee who is absent from their position for more than five (5) consecutive working days without prior permission from their Supervisor shall be considered to have abandoned and constructively resigned from employment with SBCAG. The employee will be given written notice, at their address of record, of the circumstances of the job abandonment, and an opportunity to provide an explanation for the employee's unauthorized absence. An employee who promptly responds to the agency's written notice, within the timeframe set forth in the written notice, can arrange for an appointment with the Supervisor before final action is taken, to explain the unauthorized absence and failure of notification. An employee separated for job abandonment will be reinstated upon proof of justification for such absence, such as severe accident, severe illness, false arrest, or mental or physical impairment which prevented notification. No employee separated for job abandonment has the right to a post-separation appeal.

## **24.6. Layoff**

Whenever, in the judgment of SBCAG, a reduction in personnel is necessary for economic or operational reasons, any employee may be laid off or demoted for non-disciplinary reasons.

### **A. Order of Layoffs**

Employees will be laid off in the inverse order of their seniority in their classification in the department. Seniority is determined based on the length of employment in the affected classification in the department, or higher classifications in the department. Length of employment includes all days of employment in attendance at work and on authorized or legally-protected leaves of absence. Length of service does not include unauthorized periods of leave or suspension or layoff. Within each classification, employees will be laid off in the following order: temporary; part-time; probationary; and for-cause status. If two or more employees in a classification to be laid off have the same length of employment, the employee to be laid off will be decided by lottery.

### **B. Notification of Layoff**

Employees to be laid off will be given 21 calendar days' notice of layoff.

### **C. Displacement**

For-cause employees who are noticed for layoff and who have held for-cause status in a lower classification within the same classification series in the same department, may displace employees in the lower classification provided that the employee seeking to displace has greater length of employment in the lower classification than the incumbent in the lower classification. Employees in lower classifications will be displaced in inverse order of their length of employment in the classification. Any



employee who seeks to displace another must provide the Executive Director and Human Resources with written notice no later than five (5) working days after the date of the notice of layoff.

D. Transfer

If the Executive Director and Human sources determines that a for-cause employee who is subject to layoff is qualified to perform the duties in a vacant position, the employee will receive a written notice of option to transfer in lieu of layoff. An employee who does not accept a transfer within 10 days after the date of the written notice, forfeits the option to transfer. An employee who accepts a transfer will be paid the rate applicable to the position into which they transfer.

E. Appeal

An employee who has been noticed for layoff, and who has any questions or concerns about the layoff decision or process may make an appointment to be heard by the Executive Director and Human Resources for an informal pre-layoff review. The employee must request this appeal in writing within five (5) business days from the date of the notice of layoff. The Executive Director's decision is final.

#### **24.7. Non-Disciplinary Separation**

Any employee separated because of an inability to accommodate after the reasonable accommodation and interactive process is concluded, will be given a written pre-separation notice of the reasons for the separation, the evidence supporting the decision to separate for non-disciplinary reasons, and an opportunity to respond before the separation takes effect. Any for cause employee has the opportunity for a post-separation appeal as described in these Policies.

#### **24.8. Disciplinary Separation**

A for-cause employee may be separated for reasons pursuant to these Policies.

#### **24.9. Separation**

When an employee leaves SBCAG, the employee must return all equipment, keys, and other SBCAG property. The employee will also be asked to participate in an exit interview with Human Resources. During this interview, the employee may be asked about the employee's views regarding working with SBCAG, including the employee's duties, training, supervision, and benefits. An employee may be asked to sign various forms stating the employee has received notification of the employee's rights after separation including but not limited to final paycheck information, vacation cash out, retirement and that the employee has returned all SBCAG property. The employee will also be asked to provide a forwarding address, email and telephone number for future correspondence.

If the employee owes any money to SBCAG, the employee will be asked to make repayment at this time. Similarly, SBCAG will make arrangements for transmitting any outstanding reimbursement requests.

The Human Resources Director will provide an employee with information regarding any conversion or continuation rights to the employee's insurance benefits. When an employee leaves SBCAG, the employee and the employee's dependents may have the right to continue group medical benefits temporarily under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

## **25. SBCAG VEHICLE USE POLICY**

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

### **25.1 SBCAG Pool Cars**

To maximize the use of SBCAG vehicles, the use of rental cars shall be on a case by case basis as determined by the Safety Officer. Employees using SBCAG pool vehicles should be courteous and considerate of the next user. Pool vehicles should be returned clean and with a minimum of ½ tank of fuel. Upon return of a pool vehicle, the employee should remove all trash and personal belongings from the vehicle. Problems affecting the safe operation of the vehicle should be noted and reported to Human Resources so that the problem may be repaired at the next scheduled maintenance service.

Unless deemed necessary by the Executive Director or Human Resources, employees should keep pool vehicles for no longer than one week. When SBCAG business requires the use of a pool vehicle in the evening, or early the following morning, employees must check out pool cars at least 30 minutes before the end of the employee's normal workday to ensure availability.

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

Employees utilizing SBCAG's electric vehicle must be trained on its use and understand the policy developed for its use. SBCAG has invested significantly in the purchase of our first electric vehicle, and we would like to ensure that it retains its condition as it represents SBCAG when staff drive it. Staff must be trained and approved by SBCAG Safety Officer prior to being able to check out this vehicle and attest to the following (Attachment E):

- A. Staff must be trained and approved prior to use.
- B. Staff must sign this agreement for use of the vehicle.
- C. Staff are to maintain this vehicle in clean, and safe working condition. All trash and personal items must be removed from the vehicle.
- D. Staff are to be extremely cautious when driving the vehicle; electric vehicles handle very differently than gas powered vehicles.
- E. Staff are not allowed to use the Ford Blue Cruise (self-driving) mode.
- F. Staff must inspect the vehicle prior to and after each use and should log (photos) of any damage found (i.e. dents, scratches, wipers, tires, glass etc.)

- G. Any damage found must be reported immediately to SBCAG Safety Officer
- H. Staff should not attempt to load or carry any large items in the vehicle. These items have the potential to cause damage in the form of scratches, dents, rips, stains, or tears to the vehicle. (large items can include the following: bicycles, tables, chairs, pop up tents, etc.).
- I. Staff shall ensure that the vehicle is charged and ready for the next user

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

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

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

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

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

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

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

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

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

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

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

SBCAG employees who do not complete the DMV INF 1101 form may not drive their vehicle, an SBCAG vehicle, a rental vehicle, or any other vehicle for purposes of conducting SBCAG business.

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

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

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

### **25.3 California Driver’s License and Infractions**

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

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

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

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

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

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

## **25.4 Insurance Coverage**

### **A. SBCAG Vehicles**

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

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

### **B. Personal Vehicles**

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

1. \$50,000 for injury/death to one person (SBCAG recommends \$100,000)
2. \$100,000 for injury/death to more than one person (SBCAG recommends \$300,000)
3. \$25,000 for damage to property (SBCAG recommends \$50,000)
4. State law dictates which insurance shall be primary (SBCAG's or employee's) and which shall be secondary when a person drives a personal vehicle for work purposes. This policy does not attempt to restate state law regarding defense, indemnification, and excess insurance requirements. SBCAG provides excess liability coverage with a \$5,000,000 limit/ \$2,500 deductible.

Failure to provide proof whenever an employee's insurance coverage expires will result in the immediate revocation of the right to drive a personal vehicle while on SBCAG business. SBCAG pool vehicles should always be chosen as the first method of transportation. If a pool vehicle is unavailable, an employee may choose to drive a personal vehicle or rent a vehicle through Enterprise.

## **25.5 Rental Vehicles**

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

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

### **A. Personal Property**

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

## **25.6 Allowable Passengers**

Only SBCAG employees are allowed as passengers in SBCAG or rental vehicles being used on SBCAG business except as follows: (1) Non-SBCAG employees may travel as a passenger to meetings, conferences, or other official gatherings related to SBCAG business in a ride-sharing arrangement; (2) as a passenger for purposes of testing SBCAG tools,

technology and/or equipment; and (3) immediate family members (children, spouse, parent or sibling) in an emergency as a part of SBCAG's Guaranteed Ride Home Program. Immediate family members may accompany SBCAG employees on business trips outside of the county, provided the employee is driving their vehicle.

## **25.7 General Safety**

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

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

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

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

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



## **25.8 Mileage Reimbursement**

### **A. Personal Vehicles**

SBCAG shall provide mileage reimbursement to employees for mileage incurred when using the employee's vehicle for company business that does not include the employee's regular commute to work.

An employee's mileage is only reimbursable between the shortest distances: for example, between the meeting and office and/or the meeting and the employee's home.

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

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

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

## **26. AGENCY EQUIPMENT AND RESOURCES**

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

### **26.1 No Expectation of Privacy**

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

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

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

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

### **26.3 iPad Usage**

- A. Ownership

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

agree to return such iPad to SBCAG upon demand or separation from employment from SBCAG in good working order. The security and care of each iPad and the information stored on it is the responsibility of each staff member respectively, while it is issued to that person. All iPads will be covered by the Apple Protection Plan for a period of two (2) years. Any technical, warranty, or repair issues relating to such iPads shall be the responsibility of SBCAG. Staff will be issued a protective case and are expected to keep iPad in such case at all times. Upon the termination of a staff member, the iPad, charger, protective case keyboard and any axillary equipment assigned to the employee shall be returned to SBCAG in good working order. Replacement iPads shall be issued from time to time due to wear and tear usage or material technology updates.

B. License Agreements

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

C. Liability

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

D. Acceptable Use

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

- b. SBCAG iPads are not to be used for illegal activities, including, but not limited to the storage or transmission of copyrighted materials not in the name of SBCAG.

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

E. Loss or Damage

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

F. Data Plan/Internet Access

1. SBCAG will provide a data plan

G. Acceptance

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

## **26.4 Laptop Usage**

Laptops have been made available to facilitate work-related communications when away from the office or at your remote worksite as a measure to provide the convenience of portability.

Employees using SBCAG issued laptops should confirm that they understand and will comply with this policy. Employees must additionally understand and accept responsibility for safeguarding the laptop itself as well as the data stored on the laptop.

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

- A. Take reasonable care of the safety and security of the laptop while in the employee's possession.
- B. Laptops are to be used for SBCAG business purposes only
- C. Laptops shall not be used by anyone else besides the employee.
- D. Laptops should be carried and stored in the padded laptop computer bag provided to reduce the chance of accidental damage.
- E. Installation of any applications not authorized by SBCAG is prohibited.
- F. Theft, loss, or damage to a laptop should be reported immediately to the Chief Financial Officer.

## **26.5 Network Acceptable Use**

This policy outlines employee acceptable use of computer systems, Internet, and email resources ("Network"). All employees have the responsibility to use these resources in a professional, ethical, secure, and lawful manner.

SBCAG's Network is the property of SBCAG and exist for SBCAG business purposes. It is the responsibility of all SBCAG employees and the Information Technology (IT) section to protect and use these resources appropriately.

Employees are given access to SBCAG's Network to assist them in the performance of their jobs. While personal use of systems is permitted in certain circumstances, users should follow the policy below in determining appropriate use.

The internet is a worldwide network of computers containing millions of pages of information and many diverse points of view. Because of its global nature, users of the internet may encounter material that is inappropriate, offensive, and, in many instances, illegal. While SBCAG does filter internet content and blocks access to restricted sites, SBCAG cannot completely control the availability of this information or restrict access to it. Employees are hereby notified that they are responsible for the material they review and download on the Internet.

## **26.6 Appropriate Use Only- No Misuse**

Employees may only use SBCAG Network in compliance with SBCAG Policies. Except as authorized by this policy, employees are expected to avoid any use or communication which is unrelated to SBCAG business, destructive, wasteful, or illegal. The SBCAG has discretion to restrict or rescind employee access to SBCAG's Network. The following are examples of misuse of SBCAG's Network.

- A. Any use that violates applicable law and/or SBCAG Policies, rules or procedures;

- B. Exposing others to material which is offensive, harassing, obscene or in poor taste. This includes information which could create an intimidating, offensive or hostile work environment;
- C. Any use that may create or further a hostile attitude or give offense on the basis of race, color, religion, sex, gender, gender expression, gender identity, national origin, ancestry, citizenship, age, marital status, physical or mental disability, medical condition, genetic information, sexual orientation, veteran status or any other basis protected by law.
- D. Communication of confidential SBCAG information to unauthorized individuals within or outside of SBCAG;
- E. Unauthorized attempts to access or use SBCAG data or break into any SBCAG or non SBCAG system;
- F. Theft or unauthorized transmission or copying of paper or electronic files or data;
- G. Initiating or sustaining chain/spam letters, e-mail or other unauthorized mass communication;
- H. Misrepresentation of one's identity for improper or illegal purposes;
- I. Personal commercial or business activities (e.g., "for sale" notices, personal ads, etc.);
- J. Transmitting/accessing obscene material and/or pornography;
- K. E-Commerce;
- L. Online gambling;
- M. Installing or downloading unauthorized software or equipment;
- N. Violating terms of software licensing agreements; and
- O. Using SBCAG Network to access and/or use dating web resources, personal social media, or games of any type unless authorized by Executive Director.
- P. Any unauthorized access to SBCAG Network including: using keys or key cards; using or disclosing the username or password of another person or employee to gain access to their email or other electronic resources; or making SBCAG Network available to others who would otherwise have no authorized access.
- Q. Using SBCAG Network to speak on the SBCAG's behalf without authorization.

## **26.7 Account and Password Security**

Do not share your SBCAG account(s) with anyone. This includes sharing the password to your account, providing access to your account, or by other means of sharing. If you suspect someone knows your password, make sure you change your password immediately.

Always choose a good password based on the recommendations of the IT section. The better your password, the less likely it can be compromised. The current requirement is an eight (8) character alphanumeric password or longer. Passwords must contain at least 3 of the following:

- A. Lowercase, uppercase, numbers, and special characters.
- B. Refrain from using birthdays, children's names, and any part of your username in the password.
- C. Do not write down your password or store your password anywhere. (i.e. written on a post-it note in the top drawer of your filing cabinet or stuck underneath your keyboard.)
- D. Do not store them in a file on your computer, on a USB flash drive, smartphone, etc.
- E. Never choose to have your internet browser 'remember' or save your password(s). You may use approved password managers (e.g. KeePass), with permission from your supervisor and the IT section
- F. Never use your system login password as the password for anything else (e.g. an internet retailer account)

## **26.8 Protecting Your Data**

- A. Lock your PC or turn on a password-protected screen saver whenever you are away from your desk.
- B. Save your work frequently and save it to the network drives (not your local hard drive), as all data saved on the network is backed up daily.
- C. Do not install any software or hardware without the IT section's authorization.
- D. Do not connect any network-enabled devices to the SBCAG network. This includes any: laptop or desktop computer, routers, switches, printers, storage devices, etc.
- E. Do not connect any USB hardware device to your computer without the IT section's authorization. This includes USB Flash drives, hard drives, cameras, cell phones, etc.

- F. Do not attempt to access any data or programs contained on SBCAG systems for which you do not have authorization or explicit consent of the owner, an SBCAG Director, or the SBCAG IT section.
- G. Do not make unauthorized copies of copyrighted software, except as permitted by law, or by the owner of the copyright.

## **26.9 Internet Use Policy**

Employees may only access the internet through an approved device (e.g. your laptop provided by SBCAG). Accessing the internet via another means (e.g. modem, cell phone, or wireless access point) is strictly prohibited unless the device is not connected to SBCAG's network. SBCAG's network is password protected. If an employee needs to access the internet they should use the public internet provided for a non-authorized device.

Website Access — Use common sense — Have a reasonable idea of where you are going when you access a website or click on search results. Do not click on banners, headlines, or links in an e-mail just to find out where they take you.

Sending, displaying, printing, or otherwise disseminating fraudulent material, harassing, illegal, embarrassing, sexually explicit, obscene, intimidating, or defamatory is prohibited. Employees receiving or encountering such material should report it to Human Resources immediately.

Employees may not use SBCAG's internet resources for commercial or personal advertisements, solicitations, promotions, destructive programs (e.g. viruses, spyware, keyloggers), political material, or any other non-SBCAG-related business.

Employees must provide the SBCAG Web Group with any agency information for approval before it can be made available to the general public on the Internet. All information posted on the intranet must be approved by the Supervisor or supervisor before it can be made available to SBCAG's employees. Employees with assigned job responsibilities that explicitly include posting on the intranet and who have explicit direction from a supervisor or director may post appropriate material.

Employees should exercise the same care in drafting e-mails, communicating in chat sessions, and posting items to bulletin boards or forums as they would for any other written communication. Anything created on the computer or internet may, and likely will, be viewed by others.

All material downloaded from the internet or from computers on networks that do not belong to SBCAG must be scanned for viruses and other destructive programs before being placed onto SBCAG's computer system. (Under normal circumstances SBCAG's anti-virus software takes care of this. However, if it is suspected that our anti-virus software failed or the files have been received or transferred it is the responsibility of the employee to make sure they are properly scanned or to seek assistance from the IT section). Such downloads must conform to the types of materials authorized elsewhere in this Policy and must not be anything prohibited elsewhere in this policy.



Do not download software from the internet, and/or circulate among other SBCAG staff, any programs or accessories not specifically authorized for use by the IT section.

Approved instant messenger (IM) software applications such as Teams may be used.

Do not augment the Web browser with other programs or add-ons without the IT section's approval (e.g. Google, Yahoo, or Bing search bars, browser themes, etc.). Web browser software should be closed and thereby disconnected from the internet when the user is not actively engaged in web research, thus reducing the usage of SBCAG's internet connection and reducing the possibility of unauthorized external access.

## **26.10 Email Use Policy**

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

### **A. Prohibited Activities**

Sending, displaying, printing, or otherwise disseminating fraudulent material, harassing, illegal, embarrassing, sexually explicit, obscene, intimidating, or defamatory material is prohibited. Employees receiving or encountering such material should report it to the Human Resources department immediately.

### **B. Actions prohibited include but are not limited to the following:**

1. Sending threatening messages or files
2. Sending racially or sexually harassing messages or files
3. Sending or forwarding chain letters through e-mail
4. Sending or posting unauthorized confidential information
5. Sending non-work-related executable attachments
6. Sending or forwarding known virus-infected e-mail

Only open e-mail attachments if it is expected and from someone you know. If the e-mail has an attachment, do not open the e-mail unless you are expecting a message with an

attachment from that person. Contact the IT section for help and permission if you have any doubts about the attachment. Do not forward any suspected attachments to the IT section.

## **27. SBCAG SAFETY AND HEALTH PROGRAM**

### **27.1 Safe, Healthy and Secure Workplace**

SBCAG is committed to providing a safe and secure workplace and will not tolerate acts or threats of violence in the workplace. All SBCAG employees are subject to the SBCAG Safety & Health Program which contains detailed information on workplace safety. You can find a copy of the Program document on the ADP intranet or you can request a copy from Human Resources.

## **28. APPEARANCE STANDARDS**

### **28.1 Basis for Standards**

The dress code and appearance standards are designed to promote workplace safety and a professional image that is consistent with the employee's job duties and level of public contact.

### **28.2 Dress Code and Appearance Standards**

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

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

## **29. WHISTLE BLOWER PROTECTION POLICY**

### **29.1. Policy Coverage**

This policy governs and protects SBCAG officials, officers, employees, extra help employees, or applicants for employment. SBCAG prohibits all of the following conduct by SBCAG employees:

- A. Taking any retaliatory adverse employment action against an employee because the employee has or is believed to have disclosed information to any government or law enforcement agency, including to SBCAG if the employee has reasonable cause to believe that the information discloses a violation of federal or state law, or a violation or noncompliance with a local, state, or federal rule or regulation;
- B. Preventing an employee from disclosing information to a government agency, including to SBCAG, if the employee has reasonable cause to believe that the information discloses a violation of federal or state law, or a violation or noncompliance with a local, state, or federal rule or regulation;
- C. Retaliating against an employee for refusing to participate in any activity that would result in a violation of federal or state law, or a violation or noncompliance with a local, state, or federal rule or regulation; and
- D. Retaliating against an employee because the employee's family member has or is perceived to have engaged in any of the protected activities listed in (a)-(c) above.

### **29.2. Definitions**

“Protected activity” means any of the following activities:

- A. Filing a complaint with a federal or state enforcement or administrative agency that discloses any information that the employee has reasonable cause to believe violates federal or state law or a violation or noncompliance with a local, state, or federal rule or regulation;
- B. Participating in or cooperating in good faith with a local, federal or state enforcement agency that is conducting an investigation in to alleged unlawful activity;
- C. Testifying in good faith and with reasonable cause as a party, witness, or accused regarding alleged unlawful activity;
- D. Associating with another covered individual who is engaged in any of the protected activities enumerated here;

- E. Making or filing in good faith and with reasonable cause an internal complaint with the [City/County/District/Agency] regarding alleged unlawful activity;
- F. Providing informal notice to the [City/County/District/Agency] regarding alleged unlawful activity;
- G. Calling a governmental agency's "whistleblower hotline" in good faith;
- H. Filing a written complaint under penalty of perjury that the [City/County/District/Agency] has engaged in gross mismanagement, a significant waste of public funds, or a substantial and specific danger to public health or safety; and
- I. Refusing to participate in any activity that the employee reasonably believes would result in a violation of federal or state law, or a violation or noncompliance with a local, state, or federal rule or regulation.
- J. "Adverse action" means, but is not limited to, the following actions:
- K. Real or implied threats of intimidation to attempt or prevent an individual from reporting alleged wrongdoing or because of actual or potential protected activity;
- L. Refusing to hire an individual because of actual or potential protected activity;
- M. Denying promotion to an individual because of actual or potential protected activity;
- N. Taking any form of disciplinary action because of actual or potential protected activity;
- O. Extending a probationary period because of actual or potential protected activity;
- P. Altering work schedules or work assignments because of actual or potential protected activity;
- Q. Condoning hostility and criticism of co-workers and third parties because of actual or protected activity;
- R. Spreading rumors about a person because of that person's actual or perceived protected activity; and
- S. Shunning or unreasonably avoiding a person because of that person's actual or perceived protected activity.

SBCAG will not tolerate retaliation and will take whatever action may be needed to prevent and correct activities that violate this policy, including discipline of those who violate it up to and including termination.

Any applicant, employee, or extra help employee who feels who believes they are being retaliated against in violation of this policy must immediately report the conduct according to SBCAG's policy against harassment, discrimination, or retaliation so that the complaint can be resolved fairly and quickly. Supervisors and Directors have the same responsibilities as defined in the policy against discrimination, harassment, or retaliation. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

### **30. NO SMOKING POLICY**

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



## **31. SOCIAL MEDIA POLICY**

### **31.1 Introduction**

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

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

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

- A. Use good and ethical judgment. To the extent an employee's social media use impacts SBCAG employees, partner agencies, and the public, an employee must follow SBCAG Policies and regulations as applicable, including but not limited to those that protect individual privacy rights, anti-discrimination and harassment policies, and the anti-workplace violence policy.
- B. Follow all applicable laws, including but not limited to those that protect individuals' confidentiality or privacy and those that prohibit discrimination and harassment.
- C. SBCAG employees should refrain from social media during paid work hours, even if they are not actively posting to social media.
- D. Employees must refrain from social media use that adversely affects their job performance, the performance of their co-workers, or adversely affects the reputation of SBCAG or members of the public served by SBCAG.
- E. Refrain from commenting on a matter or issue on behalf of SBCAG or representing that one's posts or comments represent SBCAG opinion on such subjects.

### **31.3 Social Media Use Best Practices:**

SBCAG encourages individuals to adhere to the following practices when using social media:

- A. Ensure that your social media posts are accurate and truthful, and do not contribute to the spread of misinformation or disinformation.
- B. Be respectful of others and refrain from attacking others or making unnecessarily negative posts.
- C. Protect your privacy by not posting personal information.
- D. Be mindful that what you share, even if later deleted, may not actually be deleted

### **31.4 Using Social Media at Work**

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

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

### **31.5 Media Contacts**

SBCAG strives to anticipate and manage crises to reduce disruption to our employees and the public that we serve and maintain our reputation. To best serve these objectives, SBCAG responds to the news media in a timely and professional manner only through its designated spokesperson or the Executive Director. Employees are not authorized to comment for SBCAG and should direct inquiries regarding SBCAG's positions on a topic to the designated spokesperson or Executive Director. If neither the designated spokesperson nor the Executive Director is available, a Supervisor has the discretion to respond to media contacts. In all such instances, the Executive Director and/or Public Information/Government Affairs Manager must be notified as soon as possible of such contact.

## **32. LACTATION POLICY**

### **32.1. Introduction**

The Santa Barbara County Association of Governments (SBCAG) recognizes that breast milk is the optimal food for the growth and development of infants. This policy is to establish guidelines for promoting a breastfeeding-friendly work environment and supporting lactating employees at SBCAG for as long as they desire to express breastmilk. SBCAG supports the legal right and necessity of employees who choose to express milk in the workplace. This policy aims to accomplish the following:

- A. To establish guidelines promoting a work environment that supports breastfeeding at SBCAG;
- B. To establish that employees have a right to request lactation accommodation; and
- C. To comply with state and federal law regarding lactation accommodation.

### **32.2. Employer Responsibilities**

- A. A copy of this policy will be disseminated to every newly hired employee and to any employee who inquires about or requests pregnancy or parental leave.
- B. SBCAG must respond to an employee's request for lactation accommodation within five (5) business days.

### **32.3. Lactation Request Procedure**

An employee who needs a lactation accommodation should inform their direct supervisor and Human Resources in writing. Human Resources. The lactation accommodation form can be found in Appendix C.

Supervisors and/or Human Resources who receive a lactation accommodation request shall:

- A. Review designated lactation space and/or other appropriate space within SBCAG's premises and prepare to provide appropriate nearby space and break time.
- B. If unable to locate an appropriate space to meet an employee's request, contact Human Resources for assistance.
- C. Human Resources will complete the Lactation Accommodation Request

#### **32.4. Lactation Breaks**

SBCAG shall provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child each time the employee needs to express milk. The lactation break time shall, if possible, run concurrently with the employee's regular lunch and/or break times. If the time for an employee's regular break time does not run concurrently or when additional time is necessary, the lactation break time shall be unpaid. Employees may use earned accrued time off to cover the unpaid break time. With the approval of the employee's direct supervisor and Human Resources, the employee may work concurrently while expressing breast milk.

#### **32.5. Lactation Space**

SBCAG will provide breastfeeding employees with space close to the employee's work area that is shielded from view and free from intrusion from co-workers and the public, to express breastmilk; this space shall not be a bathroom. The room or location may include the place where the employee normally works if it otherwise meets the requirements of this policy.

The lactation space will be safe, clean, and free of toxic or hazardous materials, as defined in Section 6382 of the Labor Code. It will contain a place to sit, and a surface to place a breast pump and personal items. It will have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump. The space will have access to a sink with running water and a refrigerator suitable for storing milk close to the employee's work area. If a refrigerator cannot be provided, SBCAG may provide another cooling device suitable for storing milk, such as a SBCAG-provided cooler.

Multi-purpose rooms may be used as lactation space if they satisfy the requirements for space; however, the use of the room for lactation takes priority over other uses, but only for the time it is in use for lactation purposes.

SBCAG may comply with this policy by designating a lactation space or location that is temporary, due to operational, financial, or space limitations. These temporary spaces shall not be a bathroom and shall be close to the employee's work area, shielded from view, free from intrusion while the employee is expressing milk, and otherwise compliant with this policy.

#### **32.6. Retaliation Related to Breastfeeding or Expressing Milk is Prohibited**

State and federal law expressly prohibits discrimination and retaliation against lactating employees for exercising their rights granted by this policy. This includes those who request time to express breast milk at work and/or who lodge a complaint related to the right to lactation accommodations.

### **32.7. Employer Records/Complaints**

SBCAG will maintain a record of the written requests for lactation accommodation that includes the name of the employee, the date of the request, and a description of how the employer resolved the request. If SBCAG denies a request for lactation accommodation it will provide a written response to the employee; a copy of the written denial shall be saved and maintained for three (3) years from the date of request.

An employee may report a violation of this policy to the Labor Commissioner's field enforcement unit.

### **33. TRAVEL AND EMPLOYEE REIMBURSEMENT POLICY**

#### **33.1. Travel Expense Reimbursement**

All SBCAG employee travel must be pre-approved by the Executive Director. An SBCAG Travel Authorization form or an email that approves requested travel must be completed/received before making any travel arrangements.

All SBCAG travel expenses should be paid using your SBCAG-issued credit card (Cal Card), supported with credit card receipts, properly coded, signed, and given to finance for reconciliation of monthly billing. All single purchase charges for goods or services over \$1,000 must be additionally signed by the employee's supervisor. Employees who do not follow this policy may receive a formal written reprimand.

The basic criteria used in determining eligibility for travel reimbursement is the “actual and necessary” expenditures of performing official SBCAG business. Documentation (receipts) is required for all expenditures as noted below.

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

1. Bill from hotel/motel after checkout showing all fees and taxes.
2. Reimbursement is made at a single occupancy rate. If the bill is for double occupancy, note the single rate on the bill.
3. Discounted business or government rates should be requested.
4. If the bill lists room service, note for what purpose and provide detailed proof of expenditures.
5. Movies, mini-bar, and other non-essential services will not be reimbursed and are the responsibility of the employee.

##### **B. Transportation Costs**

1. SBCAG reimburses for the most economical mode of transportation to reach the destination, while considering the cost of staff time.
2. Personal car – mileage reimbursement (employee must have a current insurance certificate on file with Human Resources).
  - a. Employees who use their vehicle for SBCAG business shall be reimbursed for each mile driven on SBCAG business.
  - b. Said reimbursement shall be at the current amount per mile exempted by the Internal Revenue Service for reporting income.

##### **C. Airline travel – copy of airline ticket required.**

- D. Rented car – receipt required.
- E. Transportation costs from airport to lodging or meeting site by the most economical method.
- F. Cost of Meals

Even though an employee can follow the per diem meal reimbursement amounts, it is recommended that the employee use the actual costs plus tip (no more than 20%) and tax less any alcohol that may be on the receipt for reimbursement up to the set per diem.

- G. Travel Outside County

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

- H. Travel within County

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

- I. Miscellaneous Travel Cost Rules

1. Parking fees – actual cost of parking. A receipt should be submitted.
2. A receipt or documentation showing the cost for seminars or meetings attended is required.

3. In no instances will the cost of alcohol be reimbursed.
4. SBCAG does not pay meal costs for guests or non-SBCAG employees except business expense meals as approved by the Executive Director.

### **33.2. Travel Reimbursement Policy for SBCAG Board Members**

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

### **33.3. Non-Travel Related Reimbursements**

Before incurring a non-travel-related expense an employee must complete a Non-Travel Preauthorization form or have written consent via email. All expenditures shall follow the SBCAG Procurement Policy. Where possible employees should use their SBCAG-issued credit card (CalCard) to make preauthorized purchases. All purchases made must be supported with credit card receipts, properly coded, signed, and given to finance for reconciliation of monthly billing. If credit cards are not an option, employees can use their cash and then request reimbursement.

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

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



## **34. CREDIT CARD USE POLICY**

### **34.1. Introduction and Purpose**

SBCAG provides some employees with agency credit cards “CalCard” that can be used for business-related expenses. Having these cards helps us track and process our expenses, prevent fraud and make payments more efficiently. All employees assigned a CalCard are expected to utilize them properly, know their credit limits, and their responsibilities when using them. This policy applies to all employees who utilize CalCards during their work. In addition, it applies to SBCAG Supervisor/Directors who approve the use of a company card for their team members. Employees should refer to the SBCAG Procurement policy prior to making any purchases on behalf of SBCAG.

### **34.2. How does a company credit card work?**

- A. Upon hire and during onboarding finance will process a request to have a credit card issued in your name. There is no requirement for a credit check as SBCAG-issued credit cards are issued as part of the overall credit card program we have entered into with the State of California.
- B. Once received and activated, finance will issue you the physical card to be used for business-related expenses. Copies of receipts are then forwarded to finance as the card is being utilized. It is not permissible to use this card for personal use.
- C. Each card has a set single transaction limit as well as a total credit limit. Finance will determine what these are when the card is issued. If an increase to the single purchase or total purchases limit is needed, please contact finance.
- D. Every month finance reconciles the credit card bill by matching the receipts you have provided and pays the bill.

### **34.3. Employee credit card agreement**

When SBCAG assigns employees a credit card, they are expected to follow the policies outlined in this section. In addition, an employee acknowledges (Attachment F) that the credit card belongs to SBCAG and at any time SBCAG can review and investigate charges as they fit. Employees also acknowledge that you will accept and follow the responsibilities and the consequences for incorrect use as outlined below.

### **34.4. Allowable Charges**

You can use a company card to pay for work-related expenses only. These expenses must be approved in writing in advance. This includes:

- A. Travel-related expenses (Hotel, Meals, Transportation)

- B. Registration Fees
- C. Memberships
- D. Fuel for agency vehicles
- E. SBCAG-related training expenses
- F. Other expenses as approved by an employee's supervisor

### **34.5. Unallowable Charges**

As noted above, agency-issued credit cards cannot be used for personal expenses. If the SBCAG credit card is accidentally used for personal expenses, an employee must immediately notify finance to coordinate repayment. Items that are not permitted to be charged on an SBCAG card include:

- A. Alcohol
- B. Drugs
- C. Weapons
- D. Personal expenses
- E. Adult entertainment
- F. Cash advances
- G. Items that have not been pre-approved

Employees who are unsure if something is an appropriate use of an SBCAG credit card must contact finance before you obligate the agency financially.

### **34.6. Employee responsibilities**

An employee who is issued an SBCAG credit card must:

- A. Report if stolen or lost as soon as possible.
- B. Report fraudulent charges.
- C. Use it only for pre-approved transactions.
- D. Keep receipts and submit documentation to finance timely.
- E. Confirm expense is allowed under this policy.
- F. Keep the credit card number and physical card secure.

- G. Use the card sensibly and avoid unnecessary expenses even if they're allowed

### **34.7. Violating this policy**

All employees are expected to comply with this credit card policy. Any abuse of an SBCAG credit card and this policy is subject to cancellation of the credit card and/or disciplinary action. Violations are but not limited to:

- A. Personal use.
- B. Unauthorized expenses.
- C. Failure to submit receipts timely.
- D. Making prohibited purchases.

## **35. ACCEPTABLE USE OF GENERATIVE “AI” TOOLS**

### **35.1 Introduction and Purpose**

Publicly available applications driven by generative artificial intelligence (GenAI), such as chatbots (ChatGPT, Google’s Bard, Microsoft Bing) or image generators (DALL-E 2, Midjourney) are impressive and widely popular. But while these content-generating tools may offer attractive opportunities to streamline work functions and increase our efficiency, they come with serious security, accuracy, and intellectual property risks. This policy highlights the unique issues raised by GenAI, helps employees understand the guidelines for its acceptable use, and protects SBCAG’s confidential or sensitive information, workplace culture, commitment to diversity, and individual creativity.

### **35.2 Scope**

This policy applies to the use of any third-party or publicly available GenAI tools that mimic human intelligence to generate answers, work products, or perform certain tasks.

### **35.3 Guidelines**

- A. You understand that GenAI tools may be useful but are not a substitute for human judgment and creativity.
- B. Understand that many GenAI tools are prone to “hallucinations,” false answers or information, or information that is stale, and therefore responses must always be carefully verified by a human (YOU).
- C. You must treat every bit of information you provide to a GenAI tool as if it will go viral on the Internet, attributed to you or SBCAG, regardless of the settings you have selected within the tool (or the assurances made by its creators).
- D. You will inform your supervisor when you have used a GenAI tool to help perform a task.
- E. You will verify that any response from a GenAI tool that you intend to rely on or use is accurate, appropriate, not biased, not a violation of any other individual or entity’s intellectual property or privacy, and consistent with SBCAG’s Policies and applicable laws. If a reliable source cannot be found to verify factual information generated by the generative AI platform, that information cannot be used for work purposes.

- F. You will not use GenAI tools to make or help you make employment decisions about applicants or employees, including recruitment, hiring, retention, promotions, transfers, performance monitoring, discipline, demotion, or terminations.
- G. You agree that you will not upload or input any confidential, proprietary, or sensitive SBCAG information into any GenAI tool. (i.e. passwords, personal credentials, information from documents marked Confidential, Sensitive, or any other nonpublic information). No data may be submitted (copied, typed, etc.) into these platforms that you would not share through other communication means with the public. This rule applies regardless of the platform’s privacy settings.
- H. You agree that you will not upload or input any personal information (names, addresses, likenesses, etc.) about any person into any GenAI tool.
- I. You agree you will not represent work generated by a GenAI tool as being your original work. All AI-generated content must be properly cited if used without modification. AI-generated content, when used as a resource for SBCAG document content, must also be cited regardless of modifications. Use of AI-generated content in general correspondence, such as email, does not need to be cited. It is anticipated that most, if not all, generative AI output will require adaptation and editing to be useable in the production of SBCAG documents and applications.

Example citations may include:

“This document was drafted with support from ChatGPT. The content was edited and fact-checked by SBCAG staff.”

A general disclaimer may also be used. For example:

“This document may have been drafted with support of a generative Artificial Intelligence (AI) platform, consistent with SBCAG’s ‘Generative AI Use Policy.’ All content used by such a platform was edited and fact-checked by SBCAG staff.”

- J. AI-generated images may only be used for informational documents. AI-generated images must not be created using prompts that request an image that resembles existing intellectual property.
- K. All AI-generated images must be properly cited regardless of modifications
- L. You will not integrate any GenAI tool with internal SBCAG software without first receiving specific written permission from your supervisor and IT. Malicious chatbots can be designed to steal or convince you to divulge information.
- M. AI-generated material must be fact checked and the use of said material must be authorized by your supervisor.

### **35.4 Compliance and Enforcement**

Supervisors are responsible for overseeing the work product of their subordinates and ensuring that employees abide by the guidelines established in this policy.

- A. The terms of this policy are subject to change as generative AI evolves frequently.
- B. Employees are expected to conform to the conditions set forth in this policy and any other related SBCAG policies, including, but not limited to:
  - 1. Policies against harassment, discrimination, and retaliation; and
  - 2. Technology and internet use policies.

### **35.5 Violations**

Violating this policy may result in disciplinary action, up to and including termination. If you are concerned that someone has violated this policy, report this behavior to your supervisor or any member of Human Resources.

### **35.6 Conclusion**

SBCAG is committed to ensuring that the use of AI tools is safe and secure for all employees as well as the organization itself. We believe that by following the guidelines outlined in the policy, we can maximize the benefits of AI tools while minimizing the potential risks associated with their use.

**ATTACHMENTS**

**Attachment A - Flexible Work Schedule Agreement**

*Work Schedule Agreement Page 1 of 2*

**Employee's details**

First Name

Last Name

Position:

**Details of the agreed schedule**

Temporary variation       Permanent variation

It is agreed that the ordinary schedule of work of the employee above will adhere to the arrangement specified below:

Effective from (date):

Until (specify end date or 'ongoing'):

**Non Exempt Employees**

Week 1

Day	#Hours
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	

Week 2

Day	# Hours
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	

Bi-weekly hours not to exceed: \_\_\_\_\_

**Exempt Employees**

Week 1

Day	#Hours
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	

Week 2

Day	# Hours
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	

Bi-weekly hours not to exceed: \_\_\_\_\_

**Parties agree that this arrangement includes the following points:**

- Any variation to this agreement will be made in writing (such as by filling in another form).
- Agreement can be cancelled/revoked at any time at the discretion of your supervisor and the Executive Director
- This agreement is to be kept by the employer and a copy is to be provided to the employee.
- The employee understands that SBCAG will only pay a prorated amount, based on the schedule requested by this agreement, of any benefits and provisions named in the Employee Handbook. Any balance will be the responsibility of the employee.

Signature of employee: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Signature of manager/supervisor: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

SBCAG Executive Director \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Signature of Human Resources: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_



## Attachment B - Employee Flexwork & Telework Agreement Form

*SBCAG FlexWork Agreement Page 1 of 3*

<b>EMPLOYEE NAME</b> (Last, First, M.I.)	<b>FLEXWORK START DATE</b> ___ / ___ / ___	<b>FLEXWORK END DATE</b> ___ / ___ / ___ or <input type="checkbox"/> Indefinite
<b>DIVISION</b>		<b>POSITION/TITLE</b>
<b>TYPE OF FLEX SCHEDULE:</b> Compressed Workweek Flexible Hours Telework  Alternative Arrangement (Please Describe)	<b>SCHEDULE</b> 9/80, Other Non-Work Day: M T W Th F Start-time _____ Finish-time _____ Flex-Day(s): M T W Th F Telework Day(s): M T W Th F Task Specific, (Describe): _____ _____ _____	
<b>FLEXWORK SITE:</b>	Address: _____ City: _____ State: ___ Zip: _____	
<b>SYSTEM AND E-MAIL ACCESS:</b>	E-mail Access _____ Virtual Private Network, (VPN) _____ Other: _____	
<b>DUTIES &amp; ASSIGNMENTS TO BE PERFORMED AT ALTERNATE WORK SITE:</b>	_____ _____ _____	
<b>METHODS FOR EVALUATING PERFORMANCE:</b>	_____ _____ _____	
<b>COMMUNICATION NUMBERS:</b> When on a flex work schedule, the employee can be reached through these methods	Phone: _____ <i>Is this a cell phone?</i> ___ Yes ___ No E-mail address: _____ Pager: _____	
<b>Is a weekly meeting required for participation?</b>  ___ Yes ___ No	Day: _____ Time: _____ am/pm With: _____	

<b>EQUIPMENT &amp; SUPPLIES:</b> <i>(Please note who will supply and list the specific types)</i>	<b>Type</b>	<b>Supplied by Department</b>	<b>Supplied by Employee</b>	<b>Not Needed</b>
	Laptop	_____	_____	_____
	Monitor ( 1 or 2 )	_____	_____	_____
	Headset	_____	_____	_____
	Camera	_____	_____	_____
	USB Doc	_____	_____	_____
	USB C – Portable	_____	_____	_____
	Other	_____	_____	_____
	Software - <i>List Software:</i>	_____	_____	_____
		_____	_____	_____
<b>TECHNICAL SETUP AND SUPPORT:</b>	Laptops are provided by SBCAG and all technical support/setup will occur in SBCAG offices. Employees are expected to bring equipment into the SBCAG office if support is necessary.			

I hereby affirm by signature that I have read this FlexWork Agreement and agree to all of its provisions.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Date



## Telework Safety & Security Checklist

**Instruction:** Please complete the Telework Safety & Security Checklist to assess the overall safety of your designated alternate worksite.  
 The checklist must be completed and submitted to your Supervisor/Manager for review prior to commencing telework. SBCAG will retain a copy for their records.

### Employee Section

<b>Employee Name:</b>	
<b>Employee ID Number:</b>	
<b>Designated Alternate Worksite Address:</b>	

I self-certify that my designated alternate worksite is as follows:

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	My designated alternate worksite provides a separate, clearly defined work area that is kept neat and orderly
<input type="checkbox"/>	<input type="checkbox"/>	My desk, chair, and computer are appropriately arranged so there is no strain on any part of my body
<input type="checkbox"/>	<input type="checkbox"/>	The exits and pathways are free of obstructions
<input type="checkbox"/>	<input type="checkbox"/>	My designated alternate worksite is adequately illuminated
<input type="checkbox"/>	<input type="checkbox"/>	My designated alternate worksite is appropriately ventilated and heated
<input type="checkbox"/>	<input type="checkbox"/>	Surge protectors are used for computers and printers
<input type="checkbox"/>	<input type="checkbox"/>	All electrical cords are intact and free from any frays or damage
<input type="checkbox"/>	<input type="checkbox"/>	Extension cords are not being used as a permanent source of electricity
<input type="checkbox"/>	<input type="checkbox"/>	My computer components are kept out of direct sunlight
<input type="checkbox"/>	<input type="checkbox"/>	Storage is secured and free from danger of falling
<input type="checkbox"/>	<input type="checkbox"/>	Emergency phone numbers are posted or accessible in the designated alternate worksite
<input type="checkbox"/>	<input type="checkbox"/>	Smoke detectors are installed and batteries are charged
<input type="checkbox"/>	<input type="checkbox"/>	If a fire extinguisher exists in the designated alternate worksite, I am aware of how to inspect and operate it. <b>(skip if you do not have a fire extinguisher in the alternate worksite)</b>
<input type="checkbox"/>	<input type="checkbox"/>	A first aid kit is easily accessible and periodically replenished as needed
<input type="checkbox"/>	<input type="checkbox"/>	Secured and prevents unauthorized access to SBCAG equipment and materials, data and systems, privileged/ confidential information, as well as public records, both physical and electronic, under my care

<b>Signatures</b>	I have completed the Telework Safety & Security Checklist accurately and honestly to the best of my knowledge.	
	_____ Employee Signature	_____ Date
	I have reviewed the Telework Safety & Security Checklist and determined the designated alternate worksite address <input type="checkbox"/> <b>does meet</b> <input type="checkbox"/> <b>does not meet</b> the appropriate working conditions for a telework arrangement.	
	_____ Manager and/or Supervisor Signature	_____ Date

## Attachment C - Computer System Acceptable Use Agreement

**Disclaimer of Liability** — SBCAG will not be responsible for any damages, direct or indirect, arising out of the use of its internet or network resources.

**Privacy** — Employees understand that SBCAG maintains the right, but not the duty, to monitor any aspects of its computer systems, including, but not limited to, monitoring sites employees visit on the internet, monitoring and reviewing material downloaded or uploaded by employees, and reviewing e-mail sent and received by employees. Employees understand that SBCAG owns anything they create, store, send, or receive on the computer or the Internet. Employees who access the SBCAG network from home or other remote locations are subject to the same conditions.

**Compliance with Applicable Laws and Licenses** — Employees must comply with all software licenses, copyrights, and all other state and federal laws governing intellectual property and online activity.

**Responsibilities** — Personal compliance with these Policies is the responsibility of each staff member. Leads, supervisors, and managers are also responsible for compliance by each person who reports to them. Employees who know or suspect non-compliance of any kind with these policies must report each incident to IT or Human Resources.

**Interpretations** — These policies may be interpreted, explained in further detail, extended to new technologies, and implemented as required, by the IT manager, supervisor, lead, or other person directing Information Technology for SBCAG.

**Amendments** — The SBCAG Computer System Acceptable Use Policy may be amended or revised from time to time. Employees will be provided with any changes and revisions to this policy.

I have read and understand the rules and conditions in this policy governing the use of SBCAG's computer/network systems, e-mail resources, internet access, and other online resources.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Attachment D -Lactation Accommodation Request Form**

**Santa Barbara County Association of Governments  
Lactation Accommodation Request**

Employee's Name \_\_\_\_\_ Division \_\_\_\_\_

Title \_\_\_\_\_ Date of Request \_\_\_\_\_

Approximate Lactation Break Schedule: (insert requested break schedule)

\_\_\_ Flexible Schedule \_\_\_ Accrued Time \_\_\_ Unpaid

**Location**

Dedicated Lounge (location): \_\_\_\_\_

Conference room (location): \_\_\_\_\_

Employee's work area if private and secure (location): \_\_\_\_\_

Other (location): \_\_\_\_\_

I hereby acknowledge requesting Lactation Accommodation and I agree to comply with the terms and conditions of this Policy and Procedure. I understand that I will notify my direct supervisor and/or manager and Human Resources in writing to request a change as soon as I do not require a lactation accommodation.

\_\_\_\_\_

Employee's Signature

Date

**Approval Signature**

\_\_\_\_\_

Supervisor/Manager

Date

\_\_\_\_\_

Human Resources

Date

**NOTE: A copy of the approved lactation request must be given to the employee and supervisor. The original must be filed with Human Resources.**

## **Attachment E -Ford Mach E Use Policy & Signature Page**

### **Overview:**

It is imperative that staff adhere to the following training and use policy so that we can keep this new vehicle safe, clean, and in good condition. SBCAG has invested significantly in the purchase of our first electric vehicle, and we would like to ensure that it retains its condition as it represents SBCAG when staff drive it.

### **Violations:**

Any violations of this policy or misuse of the vehicle will result in the adherence to the SBCAG Disciplinary Process (Section 20 and 21 of the SBCAG Employee Handbook)

### **Training:**

All staff must be trained and approved by the SBCAG Safety Officer prior to being able to check this vehicle out for use.

Staff must sign a use agreement once they are approved.

### **Policies:**

- Staff must be trained and approved prior to use.
- Staff must sign this agreement for use of the vehicle.
- Staff are to maintain this vehicle in clean, and safe working condition. All trash and personal items must be removed from the vehicle.
- Staff are to be extremely cautious when driving the vehicle; electric vehicles handle very differently than gas powered vehicles.
- Staff are not allowed to use the Ford Blue Cruise (self-driving) mode.
- Staff must inspect the vehicle prior to and after each use and should log (photos) of any damage found (i.e. dents, scratches, wipers, tires, glass etc.)
- Any damage found must be reported immediately to SBCAG Safety Officer
- Staff should not attempt to load or carry any large items in the vehicle. These items have the potential to cause damage in the form of scratches, dents, rips, stains, or tears to the vehicle. (large items can include the following: bicycles, tables, chairs, pop up tents, etc.).
- Staff shall ensure that the vehicle is charged and ready for the next user.

### **Parking:**

Vehicle is to be parked in the following parking areas-

- At the bottom of the stairs of the east (main) entrance.
- At the bottom of the stairs of the south (employee) entrance.
- At a charging station while being charged.

I \_\_\_\_\_ (printed name), have read and agree to follow the above policies.

Signed \_\_\_\_\_ Date \_\_\_\_\_



**Attachment F – CAL-Card Signature Page**

**CalCard SIGNATURE PAGE**

I, \_\_\_\_\_, hereby acknowledge that I have received my Santa Barbara County Association of Governments issued CalCard .

I understand it is my responsibility to familiarize myself with the contents of the SBCAG Employee Handbook regarding usage of the CalCard (Section 34). I agree to read it and abide by the standards, policies, and procedures defined or referenced in this document. The information in it is subject to change. I understand that changes in policies may supersede, modify, or eliminate the information summarized in this document. As SBCAG provides updated policy or procedure information, I accept responsibility for reading and abiding by the changes.

I accept responsibility for contacting my supervisor or the Human Resources Manager if I have any questions, concerns, or need further explanation of information presented in this handbook.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## Attachment G – Cell Phone Stipend

### *Santa Barbara County Association of Governments Employee Cell Phone Stipend Agreement*

#### **Stipend Provisions**

- A cell phone stipend of \$25 per pay period (\$650 annually) is provided to eligible employees, and shall be used to offset personal cell phone charges. The stipend amount may be adjusted from time to time.
- The stipend is a taxable benefit.
- Your cell phone number will be published and distributed as necessary to facilitate ease of communication for SBCAG business.
- You are expected to have your cell phone in your possession and to be able to conduct SBCAG business with it during your working hours.
- Though it is not expected that you will have your personal cell phone on 24 hours a day, you are expected to be available via the cell phone voice mail system, and respond to business related calls in a timely manner.

You must notify the SBCAG Human Resources Director immediately if you no longer have cell phone service. In this situation your stipend will be discontinued/ effective the date of phone service cancellation, and will be settled appropriately. Written proof of service termination may be required.

#### **General Provisions**

Participation in the program requires that you keep your cell phone in good working order, which is your sole responsibility. The term of this agreement will continue in perpetuity, or until:

- You separate from SBCAG.
- You discontinue your cell phone service, hence eligibility for a stipend.
- Your position requirements no longer qualify you for a stipend.
- SBCAG discontinues the stipend program.

SBCAG management may discontinue the cell phone stipend upon reasonable notice.

<b>Employee Name</b>	<b>Employee Signature</b>	<b>Date</b>
<b>Manager Signature</b>	<b>Date</b>	<b>Executive Director Approval</b>
<b>Date Received by Payroll</b>	<b>CFO/ HR (Payroll Authorization)</b>	