



PERSONNEL RULES

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FRIANT WATER AUTHORITY

PERSONNEL RULES

ARTICLE 1. PURPOSE AND APPLICABILITY

These Personnel Rules are adopted pursuant to the Joint Powers Agreement of the Friant Water Authority and the Authority's Bylaws. All provisions of these Personnel Rules apply to employees occupying positions in the Classified Service. Employees who are not in the Classified Service are also subject to the provisions of these Personnel Rules except the following provisions:

- A. Article 7 – Applications and Applicants
- B. Article 8 – Recruitments
- C. Article 10 – Probationary Period
- D. Article 11 – Workweek, Overtime and Premium Pay
- E. Article 18 – Discipline
- F. Article 20 – Layoff Procedures

ARTICLE 2. GENERAL PROVISIONS

Section 1. Violation of Rules. Violation of these Personnel Rules will constitute grounds for disciplinary action. A violation will not make disciplinary action mandatory but will be given such weight as the Authority determines to be appropriate in view of all of the circumstances.

Section 2. Delegation of Authority. Except as otherwise provided, any duties, responsibilities, powers, and authority granted by these Personnel Rule may be delegated, in writing, to any subordinate employee at the discretion of the delegating individual.

Section 3. Not an Employment Contract. None of these Personnel Rules may be deemed to create a vested contractual right for any employee.

Section 4. Employee Responsibility. It is the responsibility of each employee to become aware and be knowledgeable of these Personnel Rules.

Section 5. Distribution of Personnel Rules. A copy of these Personnel Rules will be distributed to each Authority employee. Newly hired employees will receive a copy upon hire. An employee with questions about these Personnel Rules may direct them to the Personnel Officer.

Section 6. Amendment and Revision of Rules. Amendments and revisions may be suggested to the Human Resources Office by an interested party and, if appropriate for consideration, will be submitted to the Personnel Officer.

Section 7. Prior Policies Repealed. If the terms and provisions of these Personnel Rules are inconsistent or in conflict with the terms and provisions of any prior Authority Personnel Rules, resolutions, regulations, and/or policies governing the same subject, the terms of these Personnel Rules will prevail and such inconsistent or conflicting provisions or prior rules, resolutions, regulations, and policies are hereby repealed.

Section 8. Relationship with Department Policies. The Personnel Officer or individual Authority Department Heads may develop and administer supplemental written department policies and procedures as deemed necessary for the efficient, safe, and orderly administration of the Authority or department. However, no such policies or procedures may conflict with or supersede these Personnel Rules, other Board resolutions and ordinances, or existing laws, and must be submitted for approval by the Personnel Officer before their implementation. Copies of department policies and procedures must be distributed to each employee of the department and to the Personnel Officer. In the event of a conflict between an administrative or departmental policy or procedure, the provision of these Personnel Rules will control.

Section 9. Changes to the Law. When any local, state, or federal ordinance, regulation, or law is incorporated in the Personnel Rules or upon which the Personnel Rules rely is amended through legislative action or is deemed to have been amended by judicial decision, the Personnel Rules will be deemed amended in conformance with those amendments.

Section 10. Severability. If any article, section, subsection, sentence, clause, or phrase of the Personnel Rules is found to be unenforceable by a court of competent jurisdiction, such findings will not affect the validity of the remaining portions of the Personnel Rules.

ARTICLE 3. DEFINITIONS

The following terms as used in these Personnel Rules will, unless the context clearly indicates otherwise, have the following meanings.

ACTING APPOINTMENT. A temporary appointment of an employee who possesses at least the minimum qualifications established for a particular class and who is appointed to a position in that class.

ADVANCEMENT. A salary increase within the limits of a pay range established for a class.

ALLOCATION. The assignment of a single position to its proper class in light of the duties performed, and the authority and responsibilities exercised.

ANNIVERSARY DATE. The date of an employee's most recent appointment.

APPOINTING AUTHORITY. The Chief Operating Officer is the Appointing Authority for all Authority employees, except for all positions for which appointing authority is reserved by the Chief Executive Officer or the Board of Directors.

AT-WILL EMPLOYEE. An employee of the Authority who is not in the Classified Service, as defined herein. All at-will employment may be terminated by the Authority or the employee at any time without notice and without cause. At-Will Employees include the following positions:

- A. Elective Officers;
- B. Chief Executive Officer;
- C. Chief Operating Officer;
- D. Chief Financial Officer;
- E. Chief of External Affairs
- F. Government Affairs and Communications Manager;
- G. Director of Water Policy;

- H. General Superintendent;
- I. Water Resources Manager;
- J. Senior Engineer;
- K. General Counsel;
- L. Accounting Operations Administrator;
- M. Director of Technology;
- N. Members of appointive boards, commissions, and committees;
- O. Temporary or emergency employees;
- P. Part-time employees; and
- Q. Any other position determined by the Board to be At-Will.

AUTHORITY. Friant Water Authority.

BOARD OF DIRECTORS. The Board of Directors for Friant Water Authority.

CHIEF EXECUTIVE OFFICER. The Chief Executive Officer (“CEO”) for Friant Water Authority, or his/her designee.

CHIEF OPERATING OFFICER. The Chief Operating Officer (“COO”) for Friant Water Authority, or his/her designee.

CLASS. All positions sufficiently similar in duties, authority, responsibility, and working conditions to permit grouping under a common title and the application with equity of common standards of selection, transfer, promotion, and salary.

CLASSIFIED SERVICE. Pursuant to the Joint Powers Agreement the offices, positions and employments in the service of the Authority which are included or hereafter may be included under the personnel system by Board Resolution except those designated as At-Will Employees.

CONTINUOUS SERVICE. Employment with the Authority without break or interruption. No leave of absence, whether with or without pay, will be construed as a break or interruption in employment if the employee returns to work within 120 days (unless otherwise required by law).

DATE OF HIRE. The date that an employee was originally hired by the Authority. An employee’s date of hire does not change except through dismissal, resignation, or retirement.

DAY or DAYS. Calendar day(s) unless otherwise stated.

DEMOTION. The movement of an employee from one class to another class having a lower maximum rate of pay.

DEPARTMENT HEAD. The individual designated as the administrative head of an Authority department, or his/her designee.

DISCIPLINE. The punishment of an employee by written reprimand, demotion, suspension, reduction in

compensation, dismissal, transfer for punitive reasons, or other punitive measures.

DISMISSAL. The permanent separation of an employee from the Authority service.

Section 2. RECRUITMENT

- A. Open-Competitive Recruitment. A recruitment for a particular class that is open to all persons meeting the qualifications for the class.
- B. Promotional Recruitment. A recruitment for a particular class, admission to the recruitment being limited to regular and probationary employees in the Authority Classified Service who meet the qualifications for the class.

EXEMPT EMPLOYEES. Employees whose duties and responsibilities allow them to be “exempt” from overtime pay provisions as provided by the Fair Labor Standards Act (FLSA) and any applicable state wage and hour laws.

FISCAL YEAR. The Authority’s fiscal year is October 1 to September 30.

FULL-TIME POSITION. A budgeted position in which an employee of the Authority regularly works 30 hours or more per workweek.

LAYOFF. The separation of employees from the active work force due to lack of work or funds or to abolishment of a position, by the Board of Directors, or due to organizational changes.

PART-TIME POSITION. A budgeted position in which an employee of the Authority regularly works less than 30 hours per workweek. A part-time employee may be a regular part-time employee or a temporary part-time employee.

PERSONNEL OFFICER. The Chief Executive Officer, the Chief Operating Officer, or his/her designee.

PROBATIONARY PERIOD. A working test period during which an employee is required to demonstrate his/her ability to perform the duties of his/her position and is subject to termination with or without cause. The probationary period of all employees will last for at least six months, and can be extended as provided in these Rules.

PROMOTION. The movement of an employee from one position to another position with a higher maximum rate of pay.

PROMOTIONAL PROBATIONARY PERIOD. A working test period during which a promoted employee is required to demonstrate his/her ability to perform the duties of his/her position. The probationary period of all employees will last for at least six months, and can be extended as provided in these Rules.

PROVISIONAL APPOINTMENT. An appointment of a non-employee who possesses the minimum qualifications established for a particular class and who has been appointed to a position in that class on a temporary basis.

REDUCTION IN COMPENSATION. A temporary or permanent lowering of an employee’s compensation.

REGULAR EMPLOYEE. An employee who has completed the probationary period and is occupying a budgeted position established on a continuing basis. A regular employee may be full-time or part-time.

REPRIMAND. A written notification to an employee regarding a censure made as a disciplinary action.

RESIGNATION. The voluntary termination of employment by an employee.

SUPERVISOR. An employee who has authority, direct or indirect, over another by virtue of their rank or job classification.

SUSPENSION. The temporary separation, without pay, from service of an employee for disciplinary purposes.

TEMPORARY EMPLOYEE. An employee employed in a position that is intended to be occupied on less than a year-round basis. Ordinarily, such positions will not be authorized for over six months. Temporary employees may be full-time or part-time. Temporary employees are excluded from the Classified Service, serve at the will of the Appointing Authority, and may be terminated without cause and without hearing or right of appeal. As employees outside the Classified Service, only the following provisions of the Personnel Rules apply:

- A. Article 4 – Nondiscrimination
- B. Article 9 – Pre-employment Requirements
- C. Article 11 – Workweek, Overtime and Premium Pay
- D. Article 15 – Records and Reports
- E. Article 16 – Nepotism and Consensual Relationships Among Employees
- F. Article 17 – Code of Ethics and Conflict of Interest
- G. Article 21 – Separation from Employment
- H. Article 24 – Dress Code
- I. Article 25 – Workplace Safety
- J. Article 27 – Additional Policies

TRANSFER. Change of an employee from one position to another position in the same class, or from one class to another class having the same maximum rate of pay and having similar duties and basic qualifications.

VACANCY. An unfilled budgeted position in the Friant Water Authority.

Y-RATE. A designated salary higher than the established maximum for the position. Employee is held at the designated salary until pay structure adjustment results in a maximum rate for the position that is equal to or greater than the designated salary.

ARTICLE 4. NONDISCRIMINATION

Section 1. Equal Employment Opportunity. The Authority's policy is to ensure equal employment opportunity for all persons seeking employment or promotion to assure equal employment opportunity based upon ability and fitness to all persons regardless of race, religious creed, color, national origin, ancestry, sex, age, physical or mental disability, medical condition, sexual orientation, marital status, gender identity, gender expression, genetic characteristics or information, military or veteran's status, and any other category protected by federal or state law.

Employees who believe they have experienced any form of employment discrimination are encouraged to report this immediately, using the complaint procedure provided in the Authority's policy prohibiting harassment, discrimination, and retaliation.

Section 2. Policy Against Harassment, Discrimination, and Retaliation. The Authority's policy prohibits unlawful harassment and discrimination based on an employee's race, religious creed, color, national origin, ancestry, sex, age, physical or mental disability, medical condition, sexual orientation, marital status, gender identity, gender expression, genetic characteristics or information, and any other category protected by federal or state law. In addition, Authority policy prohibits retaliation because of the employee's opposition to a practice the employee reasonably believes to constitute employment discrimination or harassment or because of the employee's participation in an employment investigation, proceeding, or hearing. Employees who believe they have been harassed, discriminated against, or retaliated against, should report that conduct to the Authority, and the Authority will investigate those complaints. For more information regarding the policy and complaint procedures, employees should review the Authority's policy against harassment, discrimination, and retaliation for additional information.

Section 3. Disabled Applicants and Employees. The Authority has a commitment to ensure equal opportunities for disabled applicants and Authority employees. Every reasonable effort will be made to provide an accessible work environment for such employees and applicants. Employment practices (e.g., hiring, training, testing, transfer, promotion, compensation, benefits, and discharge) will not discriminate unlawfully against disabled applicants or employees. The Authority provides employment-related reasonable accommodations to qualified individuals with disabilities within the meaning of the California Fair Employment and Housing Act ("FEHA") and the Americans with Disabilities Act ("ADA").

- A. Request for Accommodation. An applicant or employee who desires a reasonable accommodation in order to perform essential job functions should make such a request in writing to the Personnel Officer. The request must identify: a) the job-related functions at issue; and b) the desired accommodation(s). Reasonable accommodation can include, but is not limited to job restructuring, reassignment to a vacant position for which the employee is qualified, and making facilities accessible.
- B. Reasonable Documentation of Disability. Following receipt of the request, the Personnel Officer may require additional information, such as reasonable documentation of the existence of a disability or additional explanation as to the effect of the disability on the employee's ability to perform his/her essential functions, but will not require disclosure of diagnosis or genetic history.
- C. Interactive Process. The Authority will engage in the interactive process, as defined by the FEHA and ADA, to determine whether an applicant or employee is able to perform the essential functions of his/her position. During this process, the Authority will examine potential reasonable accommodations that will make it possible for the employee or applicant to so perform. Such interactive process will include a meeting with the employee or applicant, the Authority, and, if necessary, the employee or applicant's health care provider.
- D. Case-by-Case Determination. The Authority determines, in its sole discretion, whether reasonable accommodations(s) can be made, and the type of reasonable accommodations(s) to provide. The Authority will not provide an accommodation that would pose an undue hardship upon the Authority or that is not required by law. The Authority will inform the employee of any decisions made under this section in writing.
- E. Fitness for Duty Leave. While the Authority is engaged in the interactive process with an employee, the Authority may require that the employee be placed on a fitness for duty leave in accordance with Article 22, Section 16.

ARTICLE 5. CLASSIFICATION

Section 1. Preparation of Master Grade and Range Schedule. A Master Grade and Range Schedule will be established and maintained by the Board of Directors, applicable to all positions in the Classified Service. The Master Grade and Range Schedule will provide a description for each class of positions, that is, each group of jobs which are sufficiently similar that the same title may be used, the same qualifications required, and the same salary applied with equity. Each such description will define the class, summarize principal duties, and state minimum qualifications directly related to effective performance.

Section 2. Adoption, Amendment and Revision of Master Grade and Range Schedule. The Master Grade and Range Schedule will be adopted by and may be amended from time to time by resolution of the Board of Directors.

Section 3. Allocation of Positions. Following the adoption of the Master Grade and Range Schedule, the Chief Executive Officer will allocate every position in the Classified Service to one of the classes established by the Master Grade and Range Schedule.

Section 4. New Positions. Before filling a newly created position in the Classified Service, the Master Grade and Range Schedule will be amended to provide therefor and an appropriate employment list will be established for such position.

- A. The following procedures should be followed:
 - (1) Recommendations for the creation of a new position must be submitted, in writing, by the Department Head during the individual budget development process to the Chief Executive Officer. Alternatively, the Chief Executive Officer can recommend the creation of a new position.
 - (2) The written recommendation must provide detailed information on the work to be performed and his/her rationale for the creation of a position that is not currently in the Authority's classification system.
 - (3) The Chief Executive Officer will submit the written recommendation to the Human Resources Committee, which will review the recommendation and will issue its findings and recommendations relevant to the recommendation, within 90 days of the receipt of the recommendation for a new position.
- B. Upon completion of the review by the Human Resources Committee, the Chief Executive Officer will submit the recommendation for the new position to the Board of Directors for final approval.
- C. Creation of a new position will be effective with the start of the new fiscal year, unless the needs of the Authority require an alternative effective date.

Section 5. Reclassification. The Master Grade and Range Schedule may be amended from time to time. The assigned duties of positions that have been materially changed by the Authority so as to necessitate reclassification, whether new or already created, will be allocated by the Chief Executive Officer to a more appropriate class. A position is eligible to be audited for possible reclassification if it has not be audited within the previous 12 months and permanent and substantial changes have been made in the assigned duties and responsibilities or the majority (50% or more) of the assigned work that is being performed is not appropriate for the position's current classification. Requests for reclassification may be made as follows:

- A. Recommendations for reclassification of an existing position must be submitted, in writing, to the Chief Executive Officer by the Department Head. Alternatively, the Chief Executive

Officer can recommend the reclassification of an existing position. The recommendation must provide detailed information on the work being performed that justifies the need for a current reclassification to another job class.

- B. The Chief Executive Officer will ensure that a reclassification audit is completed within a reasonable time after receipt of the recommendation for a new classification by the Human Resources Committee.
- C. Based on the audit's analysis and findings, the recommendation may be to sustain the position in its current classification or to reclassify the position to a classification that more properly reflects the work being performed. The Chief Executive Officer will review all reclassification recommendations made by the Human Resources Committee and approve a final course of action, which will include final approval of any reclassification by the Board of Directors.
- D. Within ten days of receipt of a written audit decision, the affected employee(s) may, in writing, submit a request for a review of the decision to the Board of Directors. This request for review must show substantial error or omission on the part of the auditor. The Board of Directors may render a decision on the appeal on the basis of the written appeal material or may interview the involved parties to gain further insight into the specific error or omission.
 - (1) The Board of Directors will have final decision-making authority on all reclassifications.
 - (2) No further appeal or grievance of a decision regarding reclassification may be had.
- E. Reclassifications will be effective on the first of the month following final approval of the reclassification action. Any changes of pay, as a result of the reclassification, will be in accordance with these Rules.
- F. A change in classification of an occupied position will affect the status of the incumbent in the following manner:
 - (1) When a position is moved to a class with the same or higher salary range, the incumbent may retain the same status (i.e. probationary or regular) in the new class that was held in the prior class. The duties should have evolved over a period of time and be basically the same duties and responsibilities as were performed by the incumbent.
 - (2) When a position is reallocated to a class in a related series with a lower salary range, incumbents may choose to retain the position by accepting voluntary demotion or may request a transfer, if available, to another position in the class from which the position was moved. An employee will retain his/her regular or probationary status. If neither of the foregoing is chosen, the normal layoff procedures will be followed.

Section 6. Job Descriptions.

- A. The Department Heads will prepare written specifications for each class of positions to be submitted to the Chief Executive Officer for review. The specifications, when approved by the Personnel Officer, will be submitted to the Board of Directors for approval, and when approved will constitute the official job descriptions for the Classified Service, and will indicate the date of approval or last revision.

- B. Each job description will include the class title, a brief description of the scope, nature, and responsibility of the class, a description of the tasks or duties ordinarily performed in the positions allocated to the class; a statement of the minimum qualifications considered necessary for proficient performance of the work, including education, experience, training, knowledge, skills, physical characteristics, and any additional factors considered pertinent. Job descriptions are not restrictive. The job description, will not be construed as an all-inclusive list of tasks performed; or be interpreted as restricting the assignment of related tasks not specifically listed therein; or as limiting the authority of supervisory personnel to assign, direct and control the work of subordinate employees. A Department Head may temporarily assign other related duties and responsibilities or otherwise direct the work of employees.
- C. The Personnel Officer may make non-fundamental changes to existing job descriptions without the approval of the Board of Directors. A fundamental change is one that significantly changes the duties and responsibilities of the existing position such that it can be reasonably considered to be reclassified or reassigned. Examples of non-fundamental changes include: the general summary of duties; location, and qualifications.
- D. Job descriptions for all positions currently in the Classified Service will be made available to employees on request to the Personnel Officer.

ARTICLE 6. METHODS OF FILLING VACANCIES.

Section 1. Notice to Department Head. Whenever a vacancy in the Classified Service is to be filled, the Department Head will suggest to the Personnel Officer how to fill the vacancy.

Section 2. Types of Appointments. All vacancies in the Classified Service will be filled by transfer, reclassification, demotion, reemployment, employment from open-competitive recruitment. In the absence of persons eligible for appointment in these ways, acting appointments may be made in accordance with these Personnel Rules.

A. Acting Appointment.

- (1) Acting appointments may be used to fill positions that are vacant or that are temporarily vacant, such as when an employee is on an extended leave of absence.
- (2) An employee who is assigned to serve an acting appointment in a higher level vacant regular or limited-term position will be appointed on a temporary basis to that class. At any time such employee may request to be reassigned to his/her former class. In such a case, the employee will be reassigned within seven days.
- (3) An employee who is serving an acting appointment in excess of 30 days will receive a salary increase of 5% of his/her base salary during the duration of the acting appointment.
- (4) Upon return from an acting appointment, an employee will have the step status and merit increase eligibility date he/she would have achieved if the employee had remained in the lower class throughout the period of his/her service in the higher class.
- (5) At the end of the employee's assignment to the higher class, the employee will have the right to return to his/her former class and department. An acting appointment may not exceed a period of 12 months.

- B. Authority-Initiated Transfer. The Authority may initiate employee transfers when the transfer is in the best interest of the Authority. Employees who are transferred upon the initiative of the Authority will be required to serve a 6-month probationary period in accordance with Article 10. Upon approval of the Personnel Officer, an employee may be transferred by the Department Head at any time from one position to another position in a comparable class where the salary range is the same, involves the performance of similar duties and requires substantially the same basic qualifications. However, the employee must meet the minimum qualifications established for the position being transferred to. The employee will be notified prior to any transfer. Any employee who is transferred from one position to another position in the same or similar class will be compensated at the same step and salary range the employee received in the previous position. The employee's anniversary date will change to the effective date of the transfer.
- C. Employee-Initiated Transfer. Regular employees who have completed their probationary period may request a transfer to a different position. Employees requesting a transfer must submit a memorandum to the Personnel Officer detailing the request for transfer and reasons for the request. Upon receipt of the transfer request the Personnel Officer will notify the employee's Department Head. Job performance, qualifications, attendance, and other legitimate factors will be evaluated to ensure the most effective use of the employee's capabilities in evaluating the transfer request. Employees transferred to a vacant position at their request will serve a new 12 or 6-month probationary period.

If the transfer involved a change from one department to another, both Department Heads must consent to the transfer unless the Personnel Officer orders the transfer.

- D. Interactive Process Transfer. As part of the interactive process and in accordance with state and federal law, an employee who is unable to perform the essential functions of his/her present classification may be placed in a vacancy in another class that does not result in a promotion if the employee can perform the essential functions of the vacant position, with or without reasonable accommodation. The disabled employee does not have to be on an employment list for the class to which the appointment is being made. Employees who are transferred to a lower-grade position as a result of the interactive process may have their salary reduced accordingly and will receive the designated salary for the transferred position. At-Will Employees are subject to this provision.
- E. Promotion. It is the policy of the Authority to fill authorized vacant positions based on merit. The Authority has the discretion to fill vacancies in the Classified Service by promotion from within the Classified Service, after a promotional recruitment has been given and a promotional list established, or by an open recruitment.

Qualification standards used in promotion will be at least equal to those standards applied in the new-hire process and evaluation methods will be reasonable, applied with fairness and equity to all candidates, and developed with the intent of obtaining the highest degree of validity and reliability possible under the specific circumstances. Minimum qualifications may be ascertained from job analysis, application forms, tests, examinations, interviews, and/or performance evaluations.

All full-time, regular employees meeting the qualifications standard of a higher-grade position under the same or different job classification may be considered for promotion from within the Classified Service. Probationary employees meeting the qualifications standard of a higher-grade position under the same or different job classification may be considered for promotion by open examination.

Employees interested in promotion to a vacant position for which they are qualified must submit an employment application to the Personnel Officer. Procedures to apply for promotion are governed by Articles 6, 7, and 8.

- F. Demotion. In consultation with the Personnel Officer, the Chief Executive Officer or Department Head may voluntarily or involuntarily demote an employee. No employee will be demoted to a position for which he/she does not possess the minimum qualifications. Disciplinary demotion action will be in accordance with Article 18. Any demotion taken in lieu of layoff will be in accordance with Article 20.
- (1) Involuntary demotion. An employee may be involuntarily demoted for any of the following reasons:
 - (a) If an employee's job-related performance is not in accordance with the standards of his/her position.
 - (b) For disciplinary purposes (see Article 18).
 - (2) Voluntary demotion. An employee who possesses the minimum qualifications, may request a voluntary demotion to a lower position. An employee requesting a voluntary demotion will submit a memorandum to his/her Department Head requesting a voluntary demotion and detailing the reasons for the request. Upon receipt of the request for voluntary demotion, the Department Head will notify the Personnel Officer. If the request for voluntary demotion involves a change from one department to another, both Department Heads must consent to the demotion unless the Personnel Officer orders the demotion.
 - (3) Effect of demotion. Demoted employees are required to serve a 12 or 6-month probationary period in accordance with Article 10. The employee's Anniversary Date will change to the effective date of the demotion. Demoted employees may have their salary reduced accordingly to the appropriate salary range, or may be y-rated. Salary determinations for demoted employees are solely within the discretion of the Personnel Officer.
- G. Reemployment. An employee may be appointed from a reemployment list following layoff in accordance with Article 20 or when the employee has failed a promotional probationary period in accordance with Article 10.

Section 3. Offer of Employment. Only the Appointing Authority may extend offers of employment to selected candidates, with the advanced approval of the Chief Executive Officer. Employment offers for all positions will be made in writing and will include starting salary on an hourly, weekly or monthly basis. An employment offer made in terms of annual salary does not imply a yearly contract.

ARTICLE 7. APPLICATIONS AND APPLICANTS

Section 1. Announcement. All examinations for classes in the Classified Service will be publicized by posting announcements on official bulletin boards, on the Authority's official website, and by such other methods as the Personnel Officer deems advisable. The announcements may specify the title and pay of the class for which the examination is announced; the nature of the work to be performed; the preparation desirable for the performance of the work of the class; the manner of making applications; and other information deemed pertinent by the Personnel Officer.

Section 2. Application Forms. Each person participating in a scheduled selection process for employment may be required to complete an official application form for that recruitment, in the sole discretion of the

Personnel Officer. If required to complete a written application, each applicant must sign the application form certifying that all statements are correct. Should an applicant be hired, and should it later be found that the applicant made false or misleading statements on the application, disciplinary action up to and including dismissal may be imposed. In addition, persons applying for positions must comply with the following conditions:

- A. Meet the general conditions pertaining to filing applications for positions according to these Personnel Rules;
- B. Meet the specific requirements as shown on the announcement for a particular position;
- C. Meet the requirements for the lawful right to work in the United States or United States citizenship when applying for Authority positions; and
- D. Be willing and able to accept the employment in the present vacant position or a future similar vacant position, if employment were offered.

Names of persons applying for Authority positions or the evaluation of their participation in any selection process will not be made public. Applications will be accepted when recruitment has begun for a position.

Section 3. Submitting Applications. If required by the Personnel Officer, applications must be submitted as prescribed on the job announcement. Application forms may require information covering training, experience, and other pertinent information, and may include certificates verifying such information. The person applying must sign the application. Applications unsigned by the applicant are considered incomplete, and will not be accepted. The Personnel Officer must receive completed applications no later than the date and time published as the final filing date.

Section 4. Incomplete Applications. Applications lacking information deemed material by the Personnel Officer may be returned to the applicant with notice to amend provided adequate time exists before the final filing date. Incomplete applications received at the end of the filing period will not be given consideration for Authority employment.

Section 5. Disqualification. The Personnel Officer may eliminate from the selection process, remove from the eligibility list, or refuse to certify for the position, the name of any person:

- A. Who does not meet the minimum qualifications established for the class or position to which they seek appointment;
- B. Who has made a false statement, misrepresentation, or omission of material fact, or actual or attempted deception, fraud or misconduct in connection with his/her application;
- C. Who has failed to submit a complete application within the prescribed time limit;
- D. Who has directly or indirectly obtained information regarding recruitments to which applicants are not entitled;
- E. Who has been convicted, including pleas of guilty and nolo contendere, of any felony or misdemeanor, which was of such a nature as to reflect adversely and substantially on the applicant's ability to perform the duties of the position, subject to the limitations provided in Article 9, Section 1. The Personnel Officer may disregard such convictions of felonies or misdemeanors if it is found and determined by the Personnel Officer that mitigating circumstances exist. In making such determination, the Personnel Officer may consider the classification, including sensitivity, to which the person is applying or being certified and whether the classification is unrelated to the conviction; the nature and seriousness of

the offense; the circumstances surrounding the offense; the length of time elapsed since the conviction; the age of the person at the time of conviction; the presence or absence of rehabilitation or efforts at rehabilitation; and contributing social or environmental conditions.

- F. Who has otherwise violated any provision of these Personnel Rules.

In addition, applicants with the least desirable background or qualifications among a large number of applicants may be denied further participation in the selection process through an evaluation of their qualifications, thus providing a reasonable number of the best qualified candidates for consideration.

Applicants disqualified from further participation in the selection process will be promptly notified to permit submission of additional information provided that the time limit for receiving applications has not expired. Notice will be mailed to the last known address; it will be the applicant's responsibility to keep his/her current address on file. Whenever an application is rejected, the Personnel Officer will mail notice of such rejection to the applicant.

Section 6. Application Disposition. Completed application forms become the property of the Authority. They will not be returned to the individual applicant. The Authority may destroy applications filed through the selection process in accordance with the Authority's document retention policy.

ARTICLE 8. RECRUITMENTS

Section 1. Nature and Types of Examination. The selection techniques used in the examination process will be impartial, be of a practical nature, and relate to those subjects which, in the opinion of the Personnel Officer, fairly measure the relative capacities of the applicants to execute the duties and responsibilities of the class to which they seek to be appointed. Examinations will consist of one or more selection techniques that will test fairly the qualifications of applicants such as, but not limited to, personal interviews, achievement and aptitude tests, other written tests, performance tests, physical agility tests, evaluation of daily work performance, work samples, post-conditional offer criminal background checks, medical tests, experience, or any combination of these or other tests. The Personnel Officer will ensure that reasonable accommodations are made in examinations for persons with disabilities under the ADA and/or FEHA, and other applicable laws, when needed. All criminal background checks and medical examinations (including drug tests) will only be administered after the conclusion of all other examinations, except the probationary period, and after a conditional offer of employment has been made by the Authority. Conditional offers of employment are made contingent upon passing these criminal background checks and medical examination, however, the Authority will make reasonable accommodations of any disabled individual as required by law.

- A. Promotional Recruitments. Promotional recruitments may be conducted whenever, in the opinion of the Personnel Officer, the needs of the service require such an examination. Promotional recruitments may include any of the selection techniques mentioned in Section 1, or any combination of them. Only regular employees who meet the requirements set forth in the promotional recruitment announcements may compete in promotional recruitments.
- B. Open-Competitive Recruitments. Open-competitive recruitments may be conducted whenever, in the opinion of the Personnel Officer, the needs of the service require such an examination. Open-competitive recruitments may include any of the selection techniques mentioned in Section 1, or any combination of them.

Section 2. Conduct of Recruitment. The Chief Executive Officer may contract with any competent agency or individual for the preparing and/or administering of recruitments. In the absence of such a contract, the Chief Executive Officer will see that such duties are performed. Selection material will be prepared under the direction of the Personnel Officer. The Personnel Officer may use examinations or recruitments

prepared by the contracted agencies or individuals when deemed appropriate. Qualified employees may assist in the development and administration of the selection process if requested by the Personnel Officer.

Section 3. Scoring Recruitments and Qualifying Scores. A candidate's score in a given examination/recruitment will be the average of his/her scores on each competitive part of the examination/recruitment, weighted as shown in the examination/recruitment announcement. Failure in one part of the examination/recruitment will be grounds for declaring such an applicant as having failed in the entire examination/recruitment or as being disqualified for subsequent parts of an examination/recruitment. As part of an examination/recruitment, the Personnel Officer may, at his/her discretion, include tests that are qualifying only.

Section 4. Notice of Recruitment Results. Applicants will be notified in writing concerning the results of their participation in the selection process, but applicants will not be advised of any score received, if applicable. The notification will indicate whether or not the applicant has been selected for employment.

Section 5. Record. The Authority will only retain an applicant's application and will not retain any other documentation regarding the recruitment process. The records will be maintained by the Authority for the period defined in the Authority's Record Retention Policy following the close of the selection process.

ARTICLE 9. PRE-EMPLOYMENT REQUIREMENTS

Section 1. Criminal Conviction History. The Authority will not ask any applicant for employment to disclose, through any written form or verbally, at any time, information concerning an arrest or detention that did not result in conviction, or information concerning a referral to, and participation in, any pre-trial or post-trial diversion program, or concerning a conviction that has been judicially dismissed or ordered sealed pursuant to law, including, but not limited to, Sections 1203.4, 1203.4a, and 1203.45 of the Penal Code.

- A. Unless otherwise required by law, the Authority will not ask an applicant for employment to disclose, verbally or in writing, information concerning the conviction history of the applicant, until the Authority has determined that the applicant has received a conditional offer of employment, The job announcement for the position in question will advise whether a lawful exception to this provision applies.
- B. Following a conditional offer of employment, prospective employees may be required to complete a criminal conviction history and background screening for review by the Authority, as part of the employment process.

Section 2. Fingerprints and Background Check. Following a conditional offer of employment, and as a condition of employment, the Personnel Officer may require a person seeking employment by the Authority to be fingerprinted and/or to undergo a background check prior to beginning employment. Refusal of an employee to be fingerprinted, failure to report for fingerprinting, or failure to provide such information as is necessary to conduct a background check will be sufficient cause for disqualification for employment or dismissal from employment. All employees may have their fingerprints submitted for clearance through the California Department of Justice and other agencies as deemed appropriate. A background investigation may include, but is not limited to reference checks, employment history, criminal history, and public records. When the Authority conducts such an investigation, it will comply with all requirements of applicable state and federal laws.

Section 3. Medical Examination. Following a conditional offer of employment, prospective employees may be required to complete a job related pre-employment medical examination. The Authority may require that employees take a psychological and/or a medical examination, as it deems necessary in order to determine employees to be mentally and physically capable of performing the essential functions of the job. Conditional offers of employment are made contingent upon passing this medical examination, however, the Authority will make reasonable accommodations to the special needs of any disabled individual as

required by law. A licensed health care provider chosen by the Authority will perform such examination without cost to the prospective employee. The prospective employee will be required to complete a medical history questionnaire and a medical records release as necessary to facilitate the examination. The health care provider will indicate the employee's fitness for employment on the examination form. In the event the examination is not completed prior to the employee's scheduled start date, only a temporary appointment may be made. Probationary appointment will be contingent on a satisfactory examination.

Depending on the essential functions of a position, a medical examination may be required for:

- A. Applicants who have received a conditional offer of employment; or
- B. Employees seeking a transfer from one position requiring general physical abilities to another position requiring physical abilities of a more different nature.

The results of all medical examinations will be kept confidential. Examination results for newly hired employees and employees transferring to another position will be kept in the employee's confidential medical file. No employee will hold any position in which the employee is not able to perform the essential functions of the job, with or without reasonable accommodation.

Section 4. Driver License and Driving Record. Employees who are required to drive as a part of their job are required to possess a valid California driver license and maintain a satisfactory driving record acceptable to the Appointing Authority as a condition of employment. The Authority will, from time to time, obtain a copy of employee driving records from the DMV where permitted by law. Employees must immediately report to the Personnel Officer any changes in driving privileges. Failure to do so may result in disciplinary action up to and including dismissal.

Section 5. Employment Oath. All employees of the Authority must complete and sign the Oath or Affirmation of Allegiance for Public Officers and Employees on the first day of employment in accordance with Article XX, Section 3 of the Constitution of the State of California. A signed copy will be included in the employee's personnel file.

Section 6. Identification Cards. Employee identification cards may be issued by the Human Resources Office to employees of the Authority. Employee identification cards are to be used by employees in conducting business on behalf of the Authority. Employee identification cards are the property of the Authority and must be surrendered to the Authority upon demand or separation from employment. Employees will be required to immediately report lost or stolen identification cards to the Personnel Officer.

Section 7. Keys and Other Authority Property. Keys to Authority facilities will be issued to employees so designated by the Chief Operating Officer. Keys are the property of the Authority and must be surrendered to the Authority upon demand or upon separation from employment. Employees are required to immediately report lost or stolen keys to the employee's supervisor and Department Head. Employees may not copy keys or lend keys to other persons without the approval of the Chief Operating Officer. Other property issued to the employee belonging to the Authority must be surrendered to the Authority upon demand or upon separation from employment.

ARTICLE 10. PROBATIONARY PERIOD

Section 1. Objective of Probationary Period. The probationary period will be regarded as a part of the selection process and will be used for closely observing the employee's work, to determine if he/she can successfully perform the assigned duties of his/her position and adhere to Authority rules and policies, and to help ensure the employee effectively adjusts to his/her position.

Section 2. Length of Probationary Period.

- A. Initial Probationary Period. All initial appointments for non-supervisory positions will be subject to a probationary period of 6-months, unless the employee is notified in writing of an extension in accordance with these Personnel Rules. Supervisory positions will be subject to an initial probationary period of 12 or 6-months, at the discretion of the Authority.
- B. Promotional Probationary Period. All promotional appointments for non-supervisory positions will be subject to a promotional probationary period of 6-months, unless the employee is notified in writing of an extension in accordance with these Personnel Rules. Supervisory positions will be subject to a promotional probationary period of 12 or 6-months, at the discretion of the Authority.

Section 3. Extension of Probationary Period. With the approval of the Personnel Officer, the Department Head may extend an employee's probationary period up to a maximum of six months.

In addition, the use of any leave of absence in excess of 15 consecutive days will cause the employee's probationary period to be extended by the length of the leave(s) of absence.

Section 4. Rejection of Probationer. During the initial probationary period, an employee is employed at the will of the Authority. As such, a probationary employee may be terminated at any time by the Personnel Officer, with or without cause, and with or without advance notice. Notification of termination by the Personnel Officer will be served on the probationer. The employee will have no right of appeal of his/her failure to pass probation and of the decision to terminate employment. This Section does not apply to promotional appointments.

Section 5. Rejection Following Promotion. A promoted employee who does not successfully complete a promotional probationary period will be restored to the same or similar position in the same class from which promoted, unless the employee is dismissed for cause, as provided for in Article 18. If the employee's prior position is not vacant, the employee in the prior position will be terminated, unless the employee has successfully completed his/her probationary period. The terminated employee will be placed on a reemployment list.

Section 6. Probationary Period Following Demotion, Transfer, or Reemployment.

- A. Demotion. A new six month probationary period will be required following demotion, unless waived by the Personnel Officer. When an employee demotes from one department to another department, a new probationary period will be served in the new department.
- B. Transfer. A new six month probationary period will be required following transfer, unless waived by the Personnel Officer. When an employee transfers from one department to another department, a new probationary period will be served in the new department.
- C. Reemployment. Persons appointed to positions by reemployment must serve a new probationary period, unless the appointment is to the same class in the same department where a probationary period has been previously successfully completed.

ARTICLE 11. WORKWEEK, OVERTIME AND PREMIUM PAY

Section 1. Timekeeping.

- A. All time records, including time sheets, represent legal documents that are used to accurately record working time and to compensate employees properly. All employees must record accurately all time worked on the day that it actually occurs.
- B. Supervisors are responsible for monitoring the following:

- (1) Start time for each workday;
 - (2) Start time for each meal period;
 - (3) End time for each meal period;
 - (4) End time for each workday;
 - (5) Whether a meal period is taken (if no meal period is taken, this must be stated);
 - (6) All actual time taken as paid leave; and
 - (7) Any additional time during which work is performed, including work performed outside the regular shift, as set forth in Section 2.D below.
- C. To ensure the accuracy of all time records, each employee must sign a statement attesting that the time and hours recorded accurately and fully identify all time worked during the pay period, whether authorized or unauthorized, and that all meal periods to which the employee is entitled have been provided. Each employee must further acknowledge that he/she has not violated any provision of this Article during the pay period, including but not limited to working unauthorized overtime or working during a meal period without authorization.
- D. Employees responsible for completing time sheets must ensure that the time sheets are submitted to the applicable Supervisor on the day designated by the Authority. Supervisors will review and address potential issues in time sheets as established by Authority Policy or these Rules. Supervisors will sign each time sheet, attesting to the completion of such review and that the time recorded reflects all work performed by the employee of which the Supervisor was reasonably aware.
- E. Under no circumstances may a Supervisor or employee sign a time sheet on behalf of another employee.

Section 2. Hours Worked.

A. In General.

- (1) Only those hours that are actually worked by non-exempt employees will constitute "hours worked" for purposes of determining entitlement to overtime pay under applicable state and federal wage and hour laws and these rules.
- (2) Time worked for which employees receive additional compensation will constitute hours worked to the extent that it represents time actually worked and does not constitute overtime as defined in these Rules.
- (3) Non-exempt employees will be compensated for travel time, attendance at training or meetings, and other similar time where required under applicable state and federal wage and hour laws.

B. Meal Periods.

- (1) Non-exempt employees are entitled to unpaid meal periods during which they will be entirely relieved of responsibilities and restrictions. Such time will not constitute hours worked.

- (2) Supervisors will schedule meal periods to ensure appropriate coverage.
- (3) All employees must take reasonable measures wherever feasible to avoid the need for work to be performed during meal periods. Where required, time spent on such work must be kept to a minimum, and may only occur with the prior written authorization of a Supervisor. Non-exempt employees who work during their meal periods will be paid for time worked.

C. Rest Periods.

- (1) Non-exempt employees are entitled to two 15-minute paid rest periods during each continuous period of work over 3.5 hours. Meal breaks will be included in the calculation of "continuous period." Such time will constitute hours worked. Employees must remain on premises or at their job site, as applicable, during any paid rest period.
- (2) Supervisors will schedule rest periods to ensure appropriate coverage.

D. Lactation Breaks.

- (1) The Authority will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child, in accordance with and to the extent required by applicable law. The break time, if possible, must run concurrently with rest and meal periods already provided to the employee. If the break time cannot run concurrently with rest and meal periods already provided to the employee, the break time will be unpaid, subject to applicable law.
- (2) Employees should advise their Supervisor if they are in need of break time and/or an area for this purpose.

E. Work Performed Outside Regular Shift.

- (1) Employees may not perform work outside of their regularly scheduled shifts unless requested to do so by a Supervisor or with advance authorization from a Supervisor. This requirement applies to, but is not limited to:
 - (a) Work performed before the start of the shift;
 - (b) Work performed during meal periods;
 - (c) Work performed after the end of the shift; and
 - (d) Other work performed "off the clock" including work performed at home.
- (2) All employees must take reasonable measures wherever feasible to avoid the need for work to be performed outside of their regularly scheduled shifts. Where required, time spent on such work will be kept to a minimum, and may only occur with the prior written authorization of a Supervisor.
- (3) Employees will not perform work outside of their regularly scheduled shifts for any of the following purposes:
 - (a) To earn supplemental benefits; or

- (b) To serve out probationary periods.
- (4) Supervisors will adhere to the following guidelines in requesting or assigning work outside an employee's regularly scheduled shift:
 - (a) An employee who may be required to perform work outside the regular shift will be notified of the apparent need for such work as soon as practicable prior to when the work is expected to begin.
 - (b) When practicable, opportunities will be made available on an equal basis to all employees capable of performing the work.

Section 3. Overtime.

A. Work Schedules and Workweek. Department Heads have the discretion to assign employees to work any one of the following two schedules. Except in the case of an emergency, Department Heads must provide employees with at least 30 days' notice before changing an employee's work schedule. If the needs of the Authority require that a position be assigned to work a different work schedule or have a different workweek than the three options set forth in this Section, the Personnel Officer, in consultation with the Department Head, may designate the work schedule and workweek for employees in that position in writing.

(1) Alternative Work Schedule and Workweek.

- (a) Employees in the Operations Department may be assigned to work an alternate work schedule. The alternate work schedule consists of ten consecutive scheduled days of work follow by four consecutive scheduled days of rest. Each work day will consist of eight regularly scheduled hours of work. At the direction of the Personnel Officer, some employees may be required to work a different schedule due to the requirements of their job classifications or department responsibilities. Any such variation to the alternative work schedule must be memorialized in writing.
- (b) The workweek for employees on the ALTERNATIVE work schedule will be seven consecutive days, starting at 12:01 a.m. on Sunday and ending at midnight on the following Saturday. Time worked by non-exempt employees in excess of 8 hours in a workday or 40 hours in a workweek will constitute overtime.

(2) Standard Work Schedule and Workweek.

- (a) Employees who are assigned to work a standard work schedule will work Monday through Friday. Each work day will consist of eight regularly scheduled hours of work. At the direction of the Personnel Officer, some employees may be required to work a different schedule due to the requirements of their job classifications or department responsibilities. Any such variation to the standard work schedule must be memorialized in writing.
- (b) The workweek for employees on the standard work schedule will be seven consecutive days, starting at 12:01 a.m. on Sunday and ending at midnight on the following Saturday. Time worked by non-exempt employees in

excess of 8 hours in a workday or 40 hours in a workweek will constitute overtime.

B. Payment for Overtime.

(1) In General.

- (a) Exempt and non-exempt status is determined by the Personnel Officer in accordance with applicable state and federal law.
- (b) Overtime will not be authorized without prior approval by the responsible Department Head.
- (c) A non-exempt employee will be paid for overtime in accordance with applicable state and federal law and in accordance with this Article.

(2) Payment for Weekly Overtime. Overtime will be paid at 1.5 times the employee's regular rate of pay.

- (a) Full-time employees who are regularly scheduled to work 40 hours in a workweek, will accrue overtime for all time worked in excess of 40 hours in a workweek.
- (b) All part-time employees will accrue overtime for all time worked in excess of 40 hours in a workweek.

(3) Payment for Daily Overtime.

- (a) Full-time employees who are regularly scheduled to work eight hours in a work day, will accrue overtime for all work performed in excess of his/her regularly scheduled shift.
- (b) Full-time employees who are regularly scheduled to work ten consecutive days followed by four consecutive scheduled rest days will accrue overtime for all time worked in excess of 8 hours in a workday.

C. Call Backs and Off-Duty Work. When an employee is called in to work during unscheduled working hours or when emergency conditions require reporting to work during unscheduled working hours, the employee will be paid for actual time worked at the employee's regular rate of pay. Employees who work in excess of 8 hours in a workday or 40 hours in a workweek will accrue overtime as provided in this section.

(1) Call Back with Physical Response. When an employee is called-in to work after leaving the premises at the end of his/her scheduled workday, and before the beginning of his/her next scheduled workday, the employee will be paid for actual time worked at the regular rate of pay or a minimum of two hours pay, whichever is the greater, in addition to any accrued overtime.

(2) Call Back with Remote Response. Any employee who is not required to physically return to a work site should record all time spent on phone calls or performing other work from a remote location (i.e. home or other off-duty location, including, but not limited to responding to SCADA notifications/alarms, etc.) as hours worked on his/her timesheet. The employee will be paid for actual time worked at the regular rate of pay, in addition to any accrued overtime.

- (a) No Routine Work. Employees who are required to respond during unscheduled working hours will only be compensated for performing immediate and necessary work in response to the call back. Employees will not be compensated for performing routine tasks that are normally performed during regularly scheduled hours or are not immediately required as a direct result of the call back, including, but not limited to routine emails, phone calls, or recordkeeping,
 - (3) No Standby Pay. Employees are not designated on standby status and will not be compensated for standby pay. Employees are only paid for work actually performed.
- D. Compensatory Time Off. Only regular, full time, nonexempt employees are eligible to earn compensatory time off. Compensatory time off, like overtime, is earned at time and one half for each hour worked in excess of 40 hours per workweek for those regular, full time employees regularly scheduled to work 40 hours per workweek, or at time and one half for each hour worked in excess of 8 hours per work day for those regular, full time employees who are regularly scheduled to work 8 hours in a work day. Employees must designate on their time sheets whether they elect to receive payment for overtime, as set forth in subsection (B) above, or accrue compensatory time off. Employees who request to use compensatory time off will be permitted to use the compensatory time within a reasonable period after making the request if the use of compensatory time does not unduly disrupt the operations of the Authority as determined by the Department Head. All compensatory time off earned, but not used, will be paid as compensation to the employee on September 30 of each year.

ARTICLE 12. COMPENSATION

Section 1. Compensation for Employees. Employees will receive compensation at the semimonthly or hourly rate for the range and step or flat rate assigned to the class in which they are employed.

Section 2. Pay for New Employees.

- A. A new employee will be paid at the first step of the salary range in effect for the particular class in which the new employee is hired except as provided in Section 2.B. of this Article.
- B. The Personnel Officer may authorize the appointment of an employee at a step higher than the first step of the salary range. Such an appointment will be made only when the Personnel Officer makes a determination that there is a direct and measurable benefit to the Authority from such an appointment and makes a determination that the applicant's previous training and experience enables him/her to make a greater contribution than a less experienced employee. The Personnel Officer may not authorize a salary that exceeds the established salary range.

Section 3. Step Increase Adjustments. Advancement within a salary range will not be automatic, but will be based upon job performance, and will be granted based upon the recommendation of the employee's Department Head and approval of the Personnel Officer. Employees will be considered for step increases each year in conjunction with their performance evaluations, and in accordance with the following:

- A. Timing of Step Increase Adjustments. If awarded, step increase adjustments will be effective on the employee's anniversary date, unless otherwise provided in this Section.
 - (1) The granting of a leave of absence without pay of more than 15 consecutive days in a fiscal year will cause the employee's eligibility for a step increase for that fiscal

year to be extended the number of days he/she was on such leave, except as otherwise required by law.

- (2) Should an employee's probationary period be extended, the employee's eligibility for a step increase for that fiscal year will be extended the number of days he/she is on probation and performance evaluations may be delayed. .

Section 4. Salary on Promotion. An employee who is promoted will be placed in a position having potential for higher compensation by reason of a higher maximum rate than the employee's current position. A promotion does not automatically result in a higher salary. The Personnel Officer will determine at what step to place the promoted employee in the new position's salary range.

Section 5. Salary on Transfer. An employee who is transferred from one class to another class having the same salary range will be compensated at the same step in the salary range as he/she previously received.

Section 6. Salary on Demotion. An employee who is demoted will be placed in a position having potential for lower compensation by reason of a lower maximum rate than the employee's current position. A demotion does not automatically result in a lower salary. The Personnel Officer will determine at what step to place the demoted employee in the new position's salary range.

Section 7. Salary on Position Reclassification. When an employee's position is reclassified and the employee is appointed to the new position, his/her salary will be determined as follows:

- A. If the position is reclassified to a class with a higher maximum salary than the previous class, his/her salary will be set at least at the nearest higher step in the higher salary range.
- B. If the employee's current salary exceeds the maximum salary of the new class, the salary of the employee may be designated as a Y-Rate and will not change during continuous regular service until the maximum of the salary range to which the class is assigned exceeds the salary of the employee. The Chief Executive Officer will have the sole discretion to designate an employee's salary as a Y-Rate.

Section 8. Salary Upon Reemployment. An employee reemployed after layoff will be compensated according to the classification to which the employee is assigned. If the employee is reassigned to the classification held at the time of layoff, the employee may, at the request of the Department Head and approval of Personnel Officer, be appointed to the same step which was held at the time of the employee's termination.

Section 9. Improper Deductions from Salary.

- A. The Authority prohibits all Supervisors and Department Heads from making any improper deductions from the salaries of exempt employees. The Authority does not condone deductions that violate applicable state or federal wage and hour laws.
- B. An exempt employee who believes that an improper deduction has been made to his/her salary should immediately report this information to the Personnel Officer.
- C. The Authority will promptly investigate reports of improper deductions. If the Authority determines that an improper deduction has occurred, the employee will be promptly reimbursed for the improperly deducted amount.
- D. The Authority is committed to ensuring that Supervisors or Department Heads who are found to have made improper deductions do not continue doing so. To this end, Supervisors or Department Heads will be subject to discipline for an initial improper

deduction. In addition, failure by a Supervisor or Department Head to discontinue such improper deductions will be subject to further discipline, up to and including dismissal.

Section 10. Merit Award Program Policy

- A. Purpose. The purpose of the Authority's Merit Award Program Policy ("policy") is to recognize and reward individual and group achievements and to acknowledge contributions that lead to results and success. The policy's goal is to encourage employee excellence by providing monetary awards and incentives, including, but not limited to, one-time awards and salary or step increases or adjustments for special acts, good performance, or other recognized accomplishments.
- B. Applicability. Unless otherwise indicated, this policy covers and applies to all employees of the Authority. Volunteers are not eligible to participate in this policy. All determinations under this policy will be made by the Chief Executive Officer ("CEO") or his/her designee.
- C. Types of Merit Awards.
 - (1) Special Awards.
 - (2) Merit Increase Adjustments.
- D. Special Awards.
 - (1) Definition. Special Awards are used to recognize successful accomplishment or performance in a one-time occurrence, event, or project, for multiple achievements over a limited duration or period of time, or for exceptional performance throughout the calendar year. Recognized accomplishments may also include activities outside the scope of an employee's normal duties. Examples of accomplishments that may warrant a Special Award include, but are not limited to: producing high-quality work under deadlines; performing unanticipated or unexpected assignments in addition to normal duties; or displaying initiative or creativity in addressing or solving problems.
 - (2) Eligibility. All employees are eligible to receive Special Awards.
 - (3) Determination. The CEO will determine whether an eligible employee will receive a Special Award. There is no guarantee that an employee will receive a Special Award.
 - (4) Amount. Special Awards can range up to 5% percent of an employee's annual base salary (or equivalent based on employee's current hourly rate and work schedule). No Special Award will be provided in an amount that exceeds the maximum amount permitted. Eligible employees may only receive up to two Special Awards per year.
 - (5) Timing of Payment. If awarded, Special Awards will be provided and be effective on the employee's next pay period after the determination by the CEO, unless otherwise provided in this policy.
- E. Merit Increase Adjustments.
 - (1) Definition. Merit Increase Adjustments are based on an employee's outstanding work, exceptional performance, or recognized improvement over a prolonged

duration or period of time. Generally, marginal performance will not qualify an employee for a Merit Increase Adjustment.

- (2) Eligibility. All employees are eligible to receive Merit Increase Adjustments.
 - (3) Determination. The CEO will determine whether an eligible employee will receive a Merit Increase Adjustment. There is no guarantee that an employee will receive a Merit Increase Adjustment.
 - (4) Amount.
 - (a) Salary Steps Increase. Employees in positions that have established salary steps identified within an established rate range may have their current salary step increased, not to exceed the maximum step established for the position.
 - (b) Flat Rate Increase. Employees in positions that have a flat rate salary fixed at a point within an established rate range may have their current flat rate salary increased, not to exceed the maximum rate amount established for the position.
 - (5) Timing of Adjustments. If awarded, Merit Increase Adjustments will be effective on the employee's anniversary date, unless otherwise provided in this policy.
- F. Multiple Merit Awards. Eligible employees may receive more than one type of award per year as long as each award does not exceed the maximum amount for such award. For example, an employee may receive up to two Special Awards per year and also receive a Merit Increase Adjustment within their anniversary year. Additionally, an employee can be recognized for the same accomplishment by receiving two different types of merit awards, provided that the combined value of both awards is commensurate with the accomplishment.
- G. Merit Award Nominations. Supervisors may recommend an employee for a merit award by submitting a merit award nomination form or a written nomination to the employee's Department Head or to the CEO. The form or writing should include the nominated employee's information, the specific accomplishment(s), acknowledgement, or recognition, the recommended type of award, and the recommended award amount, whenever practicable.
- H. Approval of Merit Awards. The CEO must approve and document all merit awards in writing. The writing should include the receiving employee's information, the specific accomplishment, acknowledgement, or recognition, the type of award, the amount, and date of payment, whenever practicable.
- I. No Property Right. All merit awards are purely discretionary and are separate from an employee's normal compensation. Merit awards are not considered payment for work performed or conducted in the normal course of employment, but are monetary incentives or bonuses. No employee has a right to receive a merit award, and no such rights are created by this policy. An employee's participation in this policy is at the sole discretion of the CEO and can be revoked at any time.
- J. No Appeal or Grievance. All determinations regarding merit awards, including eligibility, amount, or timing of payment is at the sole discretion of the CEO. There will be no appeals or grievances and all decisions are final.

ARTICLE 13. BENEFITS

The Authority provides various benefits and programs for eligible employees, including, but not limited to, health, dental, and vision insurance, life and supplemental insurance, retirement plans (deferred tax and pension plans), and education assistance incentives and programs. Eligible employees will be subject to the specific terms and conditions for the selected and enrolled benefits plans and programs, which may be subject to change.

ARTICLE 14. PERFORMANCE EVALUATIONS

Section 1. In General. The Authority will maintain a system of employee performance ratings designed to give a fair evaluation of the quantity and quality of work performed by an employee. Such ratings will be prepared and recorded in the employee's personnel file for all regular employees at least once each year. An employee can be evaluated more frequently if done in accordance with these Rules. The purpose of a performance evaluation is to set goals for the employee, to evaluate an employee's work performance, and to provide a mechanism for the supervisor to communicate expectations for the employee. The performance evaluation may be used to promote or identify training for an employee or as a basis for disciplinary action. However, a performance evaluation is not, itself, disciplinary in nature. Only job-related factors will be used to evaluate an employee's work performance. Department Heads are responsible for the timely evaluation of employees in their departments, and they may solicit the assistance of lower level supervisors in the preparation of the performance evaluation. The Chief Operating Officer will review all performance evaluations before they are provided to employees.

Section 2. Relation to Step Increases. An employee's performance evaluation provides the mechanism for communicating whether the employee will receive a step increase each year, and the reasons that the step increase is granted or denied. The performance evaluation of each employee is due on or before the employee's anniversary date, unless the evaluation has been postponed in accordance with this Article.

Section 3. Performance Evaluations for Probationary Employees.

- A. During the probationary period, the probationary employee (including employees serving a probationary period due to promotion, transfer, demotion, or reemployment) will receive feedback on their performance. Probationary employees subject to a 6-month probationary period will receive informal evaluations after two and four months, and a formal written evaluation after six months. Probationary employees subject to a 12-month probationary period will receive informal evaluations after two, four, eight and ten months, and formal written evaluations after six and twelve months.
- B. The use of any leave of absence in excess of 15 consecutive days will cause the employee's probationary period to be extended by the length of the leave(s) of absence, and the dates of the probationary period evaluations will be similarly extended.
- C. The Supervisor will make certain that the probationary employee or promotional appointee's 12 or 6-month evaluation is completed prior to the end of his/her probationary period, and the evaluating Department Head will make one of the following recommendations to the Personnel Officer.
 - (1) The employee has successfully completed probation and will be retained;
 - (2) The employee's probationary period will be extended, and the amount of time (up to six months) that the Department Head recommends the probationary period be extended by; or

(3) The employee has failed to successfully complete probation and will be released from probation and their employment with the Authority will end.

D. The Personnel Officer will make the final determination regarding each probationary employee.

Section 4. Regular Full-Time Employees. Every employee will be evaluated at least every 12 months by the employee's anniversary date, unless the evaluation period is extended under this Article.

Section 5. Additional Evaluations. An employee, whether regular or probationary, may be evaluated more frequently in the discretion of his/her Department Head. Additional evaluations may include, but are not limited to performance improvement plans.

Section 6. Employee Response. The Supervisor will discuss with the employee the specific ratings prior to such ratings being made part of the employee's personnel file. The employee will have the right to file a written response, which will be attached to the evaluation and will be placed in the employee's personnel file. The employee is not permitted to file an appeal or a grievance because of a performance evaluation.

Section 7. Maintenance of Performance Evaluation. When a performance evaluation is recorded in the personnel file of an employee, a copy of such evaluation, together with any attachment, will be given to the employee.

ARTICLE 15. RECORDS AND REPORTS

Section 1. Maintenance of Personnel Files. The Personnel Officer will maintain a personnel record for each employee in the service of the Authority showing the name, title of position held, the department to which assigned, salary, changes in employment status, and such other information as may be considered pertinent by the Personnel Officer. Personnel records are confidential and, unless otherwise required by law, access to personnel records will be limited to current or former employees, authorized representatives of current or former employees, and authorized representatives of the Authority.

Section 2. Personnel Status. Every appointment, transfer, promotion, demotion, dismissal, or any other temporary or permanent change in status of employees will be reported to the Personnel Officer in such manner as prescribed by the Personnel Officer. Every change in personnel status will be in writing and will include the employee's name, title of position held, the department to which assigned, salary, changes in employment status, residence data, and such other information as may be considered pertinent. The Personnel Officer's signature will be included on the writing documenting the personnel change as a result of an appointment, promotion, demotion, transfer and dismissal. A copy of the writing documenting the personnel change will be included in the employee's personnel file.

Section 3. Current Address. Employees are required to notify the Personnel Officer of any change of name, address, or telephone number within five calendar days of change.

Section 4. References. Only the Personnel Officer, the Chief Executive Officer, and Department Heads authorized by the Chief Executive Officer are authorized to provide professional references for former or current employees on behalf of the Authority. No other employee is authorized to provide written or verbal professional references or recommendations for former or current employees. No other employee is authorized to respond to questions from persons outside the Authority about former or current employees regarding their work performance. As such, any employee who receives a request for a professional reference is required to forward that request to Personnel Officer.

Section 5. Disposition of Records. Upon approval of the General Counsel, records relating to personnel may be destroyed as prescribed by law.

Section 6. Access to Personnel Files. Personnel files are the property of the Authority and must be maintained by the Authority in strict confidence. Access to the information contained in personnel files is restricted, except as permitted by law. Only supervisors and management personnel of the authority who have express authorization from the Human Resources Office or the Personnel Officer and a legitimate reason to review information in a file are allowed to do so without being subject to the procedures set forth in this section.

- A. As provided by law, letters of reference, recruitment files, and reports regarding ongoing investigations concerning a current or former employee are excluded from the provisions of this policy. In addition, names of all non-supervisory employees must be redacted from records to be provided under this section.
- B. If a current or former employee files a lawsuit for which his/her personnel records are relevant, his/her right to inspect and receive copies of his/her personnel file, or to authorize another individual to do so, will cease during the pendency of the lawsuit and until a final judgment or other disposition of the lawsuit.
- C. A current or former employee wishing to either inspect and/or obtain his/her personnel file must submit a written request to the Human Resources Office, along with reasonable proof of identity. A current or former employee who seeks to authorize another person to inspect and/or obtain copies of his/her personnel file must provide a satisfactory written authorization in addition to the written request and proof of identity.
- D. The Human Resources Office will issue a written notice either setting a date for inspection of the personnel file or a date for when the requested copies may be picked up in person within 30 calendar days of receipt of the request, to take place during normal business hours. With the requesting person's written consent, the date for inspection or picking up copies may be extended on one occasion by up to five calendar days. The Authority has discretion to mail a copy of the personnel file at the person's expense instead of scheduling an in-person inspection.
- E. If the requesting person chooses delivery by mail instead of in-person pick up, the notice provided by the Human Resources Office will also identify the additional actual postage expenses for which the requesting person must reimburse the Authority prior to receipt of the copies.
- F. Current employees are entitled to exercise rights under this section to inspect and obtain copies of personnel records at reasonable intervals upon reasonable notice in accordance with this section.
- G. Former employees are entitled to exercise rights under this section to inspect or receive copies of their personnel records once per year.

ARTICLE 16. NEPOTISM AND CONSENSUAL ROMANTIC RELATIONSHIPS BETWEEN EMPLOYEES

Section 1. Nepotism.

A. Definitions.

- (1) Applicant. A person who applies for a position at the Authority and is not a Current Employee or a Current Employee who applies for a promotion to another position within the Authority.

- (2) Change of Status. A change in the legal status or personnel status of one or more Current Employees.
 - (a) Changes in legal status include but are not limited to marriage, divorce, separation, or any such change through which a Current Employee becomes a Family Member or ceases to be a Family Member of another Current Employee.
 - (b) Changes in personnel status include but are not limited to promotion, demotion, transfer, resignation, retirement or dismissal of a Current Employee who is a Family Member of another Current Employee.
- (3) Current Employee. A person who is presently an Authority employee, or an elected or appointed Authority official.
- (4) Direct Supervision. One or more of the following roles, undertaken on a regular, acting, overtime, or other basis will constitute Direct Supervision:
 - (a) Occupying a position in an employee's direct line of supervision; or
 - (b) Functional supervision, such as a lead worker, crew leader, or shift supervisor; or
 - (c) Participating in personnel actions including, but not limited to, appointment, transfer, promotion, demotion, layoff, suspension, dismissal, assignments, approval of merit increases, evaluations, and grievance adjustments.
- (5) Family Member. A spouse, registered domestic partner, parent, parent-in-law, step-parent, legal guardian, sister, step-sister, sister-in-law, brother, step-brother, brother-in-law, child, step-child, legal ward, daughter-in-law, son-in-law, grandchild, or grandparent.
- (6) Prohibited Conduct. Conduct by Family Members including, but not limited to, one or more of the following:
 - (a) Participation directly or indirectly in the recruitment or selection process for a position for which a Family Member is an Applicant.
 - (b) Direct Supervision of a Family Member that does not comply with limitations set forth in this Article;
 - (c) Conduct by one or more Family Members that has an adverse effect on supervision, safety, security or morale.

B. Applicants for Employment.

- (1) No qualified Applicant may be denied the right to file an application for employment and compete in the examination process. However, consistent with this Article, the Authority may reasonably regulate, condition, or prohibit the employment of an Applicant for a full-time position.
- (2) Disclosure of Relationship. Each Applicant is required to disclose the identity of any Family Member who is a Current Employee.

- (3) Review of Personnel Officer. For each Applicant who has a Family Member who is a Current Employee, the Personnel Officer will assess whether any of the following circumstances exist:
 - (a) Business reasons of supervision, safety, security or morale warrant the Authority's refusal to place the Applicant under Direct Supervision by the Family Member; or
 - (b) Business reasons of supervision, security, or morale that involve potential conflicts of interest or other hazards that are greater for Family Members than for other employees, which warrant the Authority's refusal to permit employment of Family Members in the same department, division, or facility.
- (4) Decision of the Personnel Officer. If the Personnel Officer determines that either of the above circumstances exist, the Personnel Officer will exercise his or her discretion to either reject the Applicant or consider the Applicant for employment in a position that does not present either of the above circumstances.
 - (a) Following recruitment, if the Applicant is successfully certified as eligible pursuant to Article 8, he or she may be employed in a position for which the Personnel Officer has determined that neither circumstance exists pursuant to Section 1.B.3 of this Article.
 - (b) When an eligible Applicant is refused appointment by virtue of this Article, his or her name will remain on the eligibility list for openings in the same classification. For each opening, the Personnel Officer will make a determination consistent with Section 1.B.3. of this Article.

C. Guidelines for Current Employees.

- (1) Employees must report existing relationships subject to this Article to the Personnel Officer. Employees must report a Change of Status to the Personnel Officer within a reasonable time after the effective date of the Change of Status. Wherever feasible, employees must report a Change of Status in advance of the effective date.
- (2) Within thirty days from receipt of notice, the Personnel Officer will undertake a case-by-case consideration and individualized assessment of the particular work situation to determine whether the Change of Status has the potential for creating an adverse impact on supervision, safety, security, or morale.
 - (a) The Personnel Officer will consult with an affected Department Head to make a good faith effort to regulate, transfer, condition or assign duties in such a way as to minimize potential problems of supervision, safety, security, or morale.
 - (b) Notwithstanding the above provisions, the Authority retains the right to exercise its discretion to determine that the potential for creating an adverse impact on supervision, safety, security, or morale cannot be sufficiently minimized and to take further action as set forth in Sections 1.D.2(a) or (b) of this Article.

D. Monitoring by Department Head.

- (1) Following a Change of Status or new hire of a Family Member, affected Department Heads will reasonably monitor and regulate both Family Members' conduct and performance for a period of one year from the date of the Personnel Officer's determination. The Department Head will document these actions. Successive Department Heads may re-visit such a determination at their discretion.
- (2) If the Department Head determines, subject to any applicable requirements of due process, that an employee has engaged in Prohibited Conduct, the Department Head will re-visit the Personnel Officer's determination. Depending on the severity of the Prohibited Conduct, the Department Head may recommend that the Personnel Officer take one or more of the following additional measures:
 - (a) Transfer one of the Family Members to a similar position that would not be in violation of this policy. The transfer will be granted provided the Family Member qualifies and there is an opening to be filled. There can be no guarantee that the new position will be within the same classification or at the same salary level.
 - (b) If the situation cannot be resolved by transfer, one of the Family Members must separate from Authority employment. If one of the employees does not voluntarily resign, the employee with primary responsibility for the Prohibited Conduct will be discharged.
- (3) Department Heads who receive complaints from other employees that one or more Family Members has engaged in Prohibited Conduct will respond in accordance with existing complaint and disciplinary procedures, where applicable.
- (4) Where situations exist prior to the effective date of this Article that may be in conflict with this Article, every effort will be made to reasonably address the situation so as to avoid any future conflict.

E. Appeal of Personnel Officer Determination. Current Employees and Applicants affected by the application of this Article, may appeal the action to the Personnel Officer within ten days of the action. The Personnel Officer will hear the individual's concerns and issue a written decision within 30 days of receipt of the individual's appeal. An individual who is dissatisfied with the Personnel Officer's decision may appeal to the Chief Executive Officer within five days of receipt of the Personnel Officer's decision. The Chief Executive Officer will hear the individual's concerns and issue a written decision within 30 days of the receipt of the individual's appeal. The decision of the Chief Executive Officer is final, and no other appeal may be had unless the employee is entitled to further administrative appeal under other provisions of these Personnel Rules.

F. Employee Complaints. Employees who believe that they have been adversely affected by Prohibited Conduct by one or more Family Member should submit complaints to a Department Head or to the Personnel Officer.

G. Savings Clause. Should any provision of this Article, or any application thereof, be unlawful by virtue of any federal, state, or local laws and regulations, or by court decision, such provision will be effective and implemented only to the extent permitted by such law, regulation or court decision, but in all other aspects, the provisions of this Article will continue in full force and effect.

Section 2. Consensual Romantic Relationships Between Employees.

- A. General. Consensual romantic or sexual relationships between Authority employees can lead to misunderstandings, complaints of favoritism, adverse effects on employee morale, and possible claims of sexual harassment during or after termination of the relationship. As a result, such relationships present existing or potential conflicts that adversely affect efficient operation of the Authority. Relationships that present an actual conflict under this Section are therefore prohibited.
- B. Application. This section will apply to all Authority employees, regardless of gender or sexual orientation, who have a romantic or sexual relationship with another Authority employee. The provisions of Section 1 regarding nepotism will govern employees who marry or become domestic partners with another Authority employee.
- C. Definition of Conflict. For purposes of this section, a conflict exists if business issues of supervision, safety, security, and/or morale would be impacted by a romantic or sexual relationship between two employees.
- D. Supervisor's Duty to Report. If a romantic or sexual relationship exists between a Supervisor and another employee (including another Supervisor), the Supervisor will promptly disclose the relationship to the Personnel Officer and request a determination as to whether the relationship presents a conflict. The disclosure must identify the names and positions of both employees. A Supervisor's failure to comply with this section will be grounds for discipline up to and including dismissal.
- E. Determination by Personnel Officer. Within five working days, the Personnel Officer will issue a written determination as to whether the relationship presents a conflict, and is thereby prohibited. The Personnel Officer, in consultation with the Chief Executive Officer, will have exclusive discretion in making the determination.
- F. Resolution of Conflicts. Subject to limitations imposed by applicable provisions of these Rules, the Personnel Officer will attempt in good faith to work with the Supervisor and the other employee to consider options to eliminate the conflict, including removing the Supervisory authority that created the conflict, reassignment, transfer or voluntary demotion of a Supervisory employee, or where the Personnel Officer determines that modification of a Supervisor's assignment is not feasible, reassignment, transfer or voluntary demotion of a non-Supervisory employee. The Personnel Officer retains discretion to determine that the conflict may be resolved via voluntary resignation or dismissal only.
- G. Prohibited On-Duty Conduct. All Authority employees are prohibited from engaging in intimate, physical, or other conduct in furtherance of a romantic or sexual relationship with another Authority employee at work locations during work hours. Moreover, upon termination of a sexual or romantic relationship with another Authority employee, employees are prohibited from engaging in behavior that adversely affects the working conditions of any Authority employee. In general, all employees are expected to observe appropriate standards of workplace conduct in their interactions with other Authority employees.
- H. Complaints. Employees who believe that they have been adversely affected by romantic or sexual relationships between Authority employees should follow the complaint procedures provided under the Authority's Policy Against Harassment, Discrimination, and Retaliation. The complaint procedures are available to all employees regardless of their

past or present participation in a romantic or sexual relationship with another Authority employee.

ARTICLE 17. CODE OF ETHICS AND CONFLICTS OF INTEREST

Section 1. Code of Ethics. Members of the public are entitled to have complete confidence in the integrity of the Authority. All employees must help earn that confidence by their individual and collective conduct. The purpose of this Code of Ethics is to set a standard of conduct for all employees of the Authority. This Code of Ethics is not intended to supersede or invalidate any statute, regulation, ordinance, or regulation.

- A. Applicability. This Code of Ethics applies to all employees.
- B. Code of Ethics.
 - (1) All employees must uphold the Constitution of the United States and the Constitution of the State of California.
 - (2) All employees must comply with all applicable provisions of California law governing public employees and officials, particularly the California Political Reform Act and its provisions on gifts and conflicts of interest.
 - (3) All employees may not engage in any activity which results in any of the following:
 - (a) Use of time, facilities, equipment, supplies, or other resources of the Authority for the private advantage or gain for oneself or another;
 - (b) Use of official information that is not available to the general public for private advantage or gain for oneself or another; or
 - (c) Use of their position with the Authority to discourage, restrain, or interfere with any person who chooses to report potential violations of any law.
 - (4) No employee may directly or indirectly accept:
 - (a) Private advantage, remuneration, or reward for oneself or another as a result of the prestige or influence of the Authority office, employment, or appointment;
 - (b) Financial consideration from any source other than the Authority for the performance of his/her official duties, except for stipends received as representatives on boards, commissions or committees at a local, regional, or state level; or
 - (c) Employment from private interests, when such employment is incompatible with the proper discharge of their official duties or may result in a conflict of interest.
 - (5) No employee may give special treatment or consideration to any individual or group beyond that available to any other individual or group.
 - (6) No employee may discriminate against or harass a citizen or co-worker on the basis of race, religious creed, color, national origin, ancestry, sex, age, physical or mental disability, medical condition, sexual orientation, marital status, gender

identity, gender expression, genetic characteristics or information, and/or any other category protected by federal and/or state law.

- (7) All employees will conduct themselves in a courteous and respectful manner at all times during the performance of their duties.

- C. Enforcement. Any employee found to be in violation of this Code of Ethics will be subjected to appropriate disciplinary action, up to and including dismissal.

Section 2. Outside Employment, Enterprise, or Activity. In accordance with California *Government Code* Title 1, Division 4, Chapter 1, Article 4.7 (beginning at Section 1125), no employee may engage in any outside employment, enterprise, or activity that is inconsistent, incompatible, in conflict with, or adverse to his/her employment or his/her ability to perform his/her duties and responsibilities, including performance of overtime work and emergency duties, or any other aspect of Authority operations. Employees are required to notify their Department Head in writing of all outside employment in which they are engaged or in which they intend to engage, so that the Authority may assess whether such outside employment conflicts with the employee's Authority employment.

- A. An employee's outside employment, enterprise, or activity will be prohibited when any of the following are present:

- (1) It involves the receipt or acceptance by the employee of any money or other consideration from anyone other than the Authority for the performance of an act which the employee would be required or expected to render in the regular course or hours of his/her Authority employment or as part of his/her duties as an Authority employee;
- (2) It involves the use for private gain or advantage of his/her Authority time, facilities, equipment and/or supplies; or the badge, uniform, prestige, or influence of his/her Authority employment;
- (3) It involves the performance of an act, in other than his/her capacity as a Authority employee, which may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other officer or employee of the Authority; or
- (4) It involves time or scheduling demands as would render performance of his/her duties as an Authority employee less efficient.

- B. Department Head Determination. When outside employment is reported to a Department Head, the Department Head will determine whether the employee's outside employment conflicts with the performance of his/her duties, and will advise the employee of his/her determination in writing.

- C. Appeal of Department Head's Decision. An employee may appeal the Department Head's decision to the Personnel Officer within 14 days from the employee's receipt of the Department Head's determination by filing a written appeal with the Personnel Officer. The employee must specify the grounds on which he/she challenges the Department Head's decision, and must attach all relevant documentary evidence to the appeal. The Personnel Officer will schedule a meeting with the employee and the Department Head to discuss the Department Head's decision. The Personnel Officer will issue a written decision to the employee and the Department Head within 14 days from the date of the meeting. The decision of the Personnel Officer will be final.

Section 3. Contracts and Conflicts of Interest. In accordance with California *Government Code* Title 1, Division 4, Chapter 1, Article 4 (beginning at Section 1090), no Authority employee can be financially interested in any contract made by him/her in his/her official capacity, or by anybody or board of which he/she is a member.

Section 4. Conduct During the Workday. During the workday, employees are expected to devote their full time in the performance of their assigned duties. Any approved outside work, part-time job, hobbies, or personal business must be performed during off duty hours. Off duty hours include unpaid lunch break periods, but do not include other rest or break periods during which the employee continues to receive pay.

Section 5. Political Activity. Consistent with the provisions of California *Government Code* Title 1, Division 4, Chapter 9.5 (beginning at Section 3201), employees may not engage in political activity during working hours, while on Authority property on which members of the public would not be entitled to engage in political activities, or while in uniform.

Section 6. Communication with Federal and State Officials. The Authority's official positions and interests on policy matters will be determined by the Board of Directors after input from the Executive Committee, as appropriate. The Chief Executive Officer will serve as the Authority's primary spokesperson for communicating the Authority's official positions and interests on policy matters. It is expected that, as part of their work for the Authority, certain staff members, as directed by the Chief Executive Officer, may be required to communicate the Authority's positions on policy matters to federal and state officials. Communications with federal and state officials on behalf of the Authority should be consistent with the Authority's official positions and interests, as identified by the Board of Directors, and when made by Authority employees other than the Chief Executive Officer, the content of those communications should be shared with the Chief Executive Officer as soon as is reasonably practicable.

Section 7. Solicitation of Political Contributions. No Authority employee may knowingly, directly or indirectly, solicit a political contribution from an Authority employee, Authority officer, or person on an employment list. However, this does not prohibit Authority employees from requesting political contributions if the solicitation is part of a solicitation made to a significant segment of the public, which may include Authority employees. This also does not prohibit an Authority employee from soliciting or receiving political funds or contributions to promote the passage of or defeat of a ballot measure which would affect the rate of pay, hours of work, retirement, civil service, or other working conditions of Authority employees, provided that such solicitation cannot occur during working hours or while on Authority property.

- A. For purposes of this Section, "contribution" means a payment, a forgiveness of a loan, a payment of a loan by a third party, or an enforceable promise to make a payment except to the extent that full and adequate consideration is received, unless it is clear from the surrounding circumstances that it is not made for political purposes.

Section 8. Disaster Service Worker. The protection of the health and safety, and the preservation of lives and property from the effects of natural, man-made, or war-caused emergencies which result in conditions of disaster or extreme peril to life, proper, and resources, is paramount to the Authority. When a disaster strikes, the assistance of Authority employees is vital to ensuring that Authority operations recover from a disaster as quickly as possible. It is important that all Authority employees be available to assist in responding to disasters, regardless of the position they hold. As such, in accordance with the provisions of Government Code sections 3100 and following, all Authority employees are declared to be disaster service workers. Upon the declaration of a disaster or an emergency, Authority employees are required to follow direction given in accordance with the Authority's emergency procedures, or any other additional duties as assigned.

ARTICLE 18. DISCIPLINE

Section 1. General. This Article applies only to employees within the Authority's Classified Service. It does not apply to any At-Will Employee of the Authority. The types of disciplinary action included under this Article are written reprimand, demotion, suspension, reduction in compensation, dismissal, transfer for punitive reasons, or other punitive measures. The Authority is not required to take disciplinary actions in sequential or progressive order. The level of the disciplinary action taken will be commensurate with the offense, provided that the prior employment and disciplinary history of the employee may also be considered pertinent.

Section 2. Authority to Discipline. As explained in Section 4, the Personnel Officer and the Department Heads will have the authority to reprimand, demote, reduce the pay of, suspend, or dismiss regular employees for reasonable cause. Supervisors will also have the authority to reprimand employees. Exempt employees will not be subject to any disciplinary action that would eliminate their exempt status under the Fair Labor Standards Act.

Section 3. Standards for Discipline. Disciplinary action may be taken for reasonable cause. Reasonable cause for discipline may include but will not be limited to the following:

- A. Violation of the Authority Personnel Rules, ordinances, regulations, rules, or administrative policies and procedures;
- B. Conviction of a felony, or conviction of a misdemeanor relating to the employee's fitness to perform assigned duties;
- C. Insubordination;
- D. Dishonesty;
- E. Failure to maintain job performance standards or to properly or satisfactorily perform assigned duties;
- F. Failure to maintain any employment qualification;
- G. Falsification of records, including information provided on an application for employment and time records;
- H. Carelessness, incompetence, inefficiency, or negligence;
- I. Failure to comply with safety standards;
- J. Unauthorized absence from employment or excessive absenteeism;
- K. Tardiness;
- L. Abuse of sick leave;
- M. Discourteous or disrespectful treatment of other employees, Authority residents and other members of the community, customers, suppliers, or visitors, or treatment that does not foster cooperation;
- N. Malicious gossip and/or spreading rumors; engaging in behavior designed to create discord and lack of harmony; interfering with another employee on the job; or willfully restricting work output or encouraging others to do the same;

- O. Harassment, discrimination, or retaliation, as prohibited by law or by Authority rule or policy;
- P. Reporting for work, being subject to work, or being at work, under the influence of or in possession of alcohol, legal or illegal drugs as described in the Authority's Drug-Free Workplace Policy;
- Q. Unauthorized possession of firearms, weapons or explosives on Authority property, in an Authority vehicle, while in Authority uniform, or while on duty; or displaying or brandishing any firearm or weapon, whether in jest or otherwise, in any manner which can be construed as a careless, threatening or dangerous manner, except in the performance of official duties
- R. Assault, battery, horseplay, or fighting while on duty or under the guise of office;
- S. Gambling on Authority property or during working hours;
- T. Sleeping on the job or leaving the job without authorization;
- U. Improper use of Authority funds;
- V. Acceptance or solicitation of bribes or extortion;
- W. Receiving or accepting, directly or indirectly, any money, gift, reward, service, gratuity favor, hospitality, loan or other consideration for any service or official action rendered by the employee in violation of federal, state, or local law, or in violation of Authority policy;
- X. Use of influence or position with the Authority for private gain or advantage, or the use of time, facilities, equipment or supplies for private gain or advantage;
- Y. Unauthorized use of Authority property, including unauthorized use of Authority property for personal reasons or using Authority property for profit;
- Z. Theft of or harm to Authority property or the personal property of another;
- AA. Failure to properly care for Authority property;
- BB. Disclosure of confidential or proprietary Authority information to unauthorized persons, employees, or organizations; and/or
- CC. Other failure of good behavior either during or outside of employment such that the employee's conduct causes or should reasonably be expected to cause discredit to the Authority.

Section 4. Types of Discipline.

- A. Verbal Reprimand. A verbal reprimand is a notice to an employee that further disciplinary action will be taken unless the employee's behavior or performance improves. A verbal reprimand will be documented in writing. Verbal Reprimands may be issued by a Supervisor, Department Head, or the Personnel Officer.
- B. Written Reprimand. A written reprimand is a formal notice to an employee that further disciplinary action will be taken unless the employee's behavior or performance improves. Written reprimands may be issued by a Supervisor, Department Head, or the Personnel Officer.

The content of the written reprimand will define what occurred, the date and time of the event that is the cause of the reprimand, the nature of the violation, what the employee is directed to do to correct the situation, and the employee's rebuttal process. The written reprimand will be signed by the employee's Supervisor or Department Head, countersigned by the employee, and filed with the Personnel Officer. If the employee refuses to sign, it will be noted as such on the memorandum. When the written reprimand is issued, the employee will receive one copy with both signatures affixed and a copy will be placed in the employee's permanent personnel file.

The employee will be granted five working days after the date of the written reprimand to file a written response to the written reprimand. The employee's written response should be filed with the Personnel Officer and will also be placed in the employee's permanent personnel file with the written reprimand. No other form of appeal or grievance of a written reprimand may be had by the employee.

- C. Suspension Without Pay. An employee may be suspended from his/her position without pay for disciplinary reasons. Employees suspended from employment without pay will forfeit all rights, privileges, and benefits earned during the suspension period with the exception of insurance benefits. Any suspension will be taken in accordance with the provisions set forth in Sections 6 and 7 of this Article. A non-exempt employee is not eligible to work overtime during any workweek in which a suspension is imposed. Exceptions to this may be granted in an emergency situation by the Department Head, with the concurrence of the Chief Executive Officer.
- D. Involuntary Demotion. An employee may be demoted from his/her position for disciplinary reasons. Any demotion for disciplinary reasons will be taken in accordance with the provisions set forth in Sections 6 and 7 of this Article.
- E. Reduction in Pay. An employee's pay may be reduced for disciplinary reasons. Any reduction in pay will be taken in accordance with the provisions set forth in Sections 6 and 7 of this Article.
- F. Dismissal. An employee may be dismissed from his/her position for disciplinary reasons. Any dismissal will be taken in accordance with the provisions set forth in Sections 6 and 7 of this Article. The Department Head will notify the Personnel Officer before making a recommendation of dismissal. Employees dismissed in accordance with these Personnel Rules will forfeit all employee benefits except benefits to which the employee is statutorily entitled or otherwise entitled under these Personnel Rules.

Section 5. Relief of Duty. The Department Head may, verbally or in writing, cause the temporary assignment of an employee to status of personnel action leave with pay pending conduct or completion of such investigations or opportunity to respond as may be required to determine if disciplinary action is to be taken. In the event of a verbal notice, the Personnel Officer or Department Head will confirm the action by giving the employee written notice. The employee will be advised of all restrictions to which he/she is subject to during the period of personnel action leave. If and when the employee is to be returned to duty, the Authority will provide the employee with written notice of when he/she should return to duty, a copy of which will be retained in the employee's permanent personnel file.

Section 6. The Disciplinary Process.

- A. Notice of Intent. Suspensions, demotions, reductions in pay, and dismissals will be initiated by the Department Head with a written Notice of Intent delivered to the affected employee personally or sent to the employee by either overnight mail and/or certified or registered mail, return receipt requested, at the employee's last known address. A copy of the Notice

of Intent will be filed with the Personnel Officer. All regular employees will have the right to the pre-disciplinary due process procedures set forth in Sections 6.B and 6.C.

The Notice of Intent will include the following:

- (1) A statement which clearly defines the intent to take action, the proposed action to be taken, and the proposed effective beginning and ending time of intended action.
- (2) A statement of the specific grounds and particular facts upon which the proposed disciplinary action will be taken.
- (3) A copy of all written materials, reports, or documents upon which the intended action is based.
- (4) A statement that the employee will be afforded the right to respond to the Notice of Intent, either verbally in writing, or both within five working days upon receipt of the intended disciplinary action, to the Chief Operating Officer.
- (5) If personally delivered, the employee's signature on the Notice of Intent will acknowledge receipt of such notice by the employee. If the employee refuses to sign, it will be noted as such on the Notice of Intent. The signature documentation on the Notice of Intent will acknowledge that the employee received the Notice of Intent.

- B. Employee Response to Notice of Intent. Within five working days after the employee has been served with the Notice of Intent, the employee will have the right to respond, verbally or in writing, at the employee's option, to the Chief Operating Officer, by requesting a meeting or conference. If, within the five working days response period, the employee does not provide a written or verbal response and/or request a meeting or conference, the proposed action of the Authority will be considered conclusive and will take effect as set forth in the Notice of Intent.

If the employee requests a meeting or conference within the five working days response period, one will be scheduled within a reasonable time. The Chief Operating Officer will conduct the meeting or conference. The employee may choose to be accompanied or represented by any person of the employee's choosing who is not involved in the discipline during the meeting or conference. The employee will have the opportunity to present any information, facts, or evidence regarding the proposed disciplinary action. The meeting or conference may or may not be recorded. At the conclusion of the meeting or conference the Chief Operating Officer will consider the presented information, facts, or evidence and either modify the disciplinary action, revoke the disciplinary action, impose the disciplinary action, or conduct further investigation.

Should the Chief Operating Officer determine that the employee's response warrants further investigation, the Chief Operating Officer may delay the implementation or modification of the proposed disciplinary action until such time as the further investigation is completed. In the event the investigation produces facts that warrant more severe disciplinary action than originally proposed, the Chief Operating Officer will re-implement the notification procedures in Section 6.A. of this Article.

- C. Final Decision and Notice of Imposition. The Chief Operating Officer has the authority, after considering the employee's response and additional investigation, if any, to modify, revoke, or impose the proposed disciplinary action.

- (1) If the Chief Operating Officer decides to modify the proposed action, the Chief Operating Officer will notify the employee by either issuing a revised Notice of Intent (for more severe disciplinary action than originally proposed) or a Notice of Imposition (for less severe disciplinary action than originally proposed). The Notice of Imposition will also include the effective date of any disciplinary action issued. The decision of the Chief Operating Officer is final and will be imposed.
- (2) If the Chief Operating Officer decides to revoke the disciplinary action, the Chief Operating Officer will advise the employee in writing, and the original intent to impose disciplinary action will be discarded and no record made in the employee's personnel file. The decision of the Chief Operating Officer is final and will be imposed.
- (3) If the Chief Operating Officer decides to implement the discipline as originally proposed in the Notice of Intent, the Chief Operating Officer will notify the employee in writing by providing him/her with a Notice of Imposition. The Notice of Imposition will also include the effective date of any disciplinary action issued. The decision of the Chief Operating Officer is final and will be imposed.

The Notice of Imposition or other final decision of the Chief Operating Officer will be delivered to the affected employee personally or sent to the employee by either overnight mail and/or certified or registered mail, return receipt requested, at the employee's last known address.

- D. Right of Appeal: As set forth in Section 7 of this Article, the employee will have the opportunity within ten working days from receipt of the Notice of Imposition to submit a written request to the Personnel Officer for an appeal hearing before the Appeal Hearing Officer.

Section 7. Appeal of Disciplinary Action.

- A. Disciplinary Actions Subject to Appeal. An employee may appeal a final decision of discipline if the discipline imposed was a dismissal, demotion, suspension without pay for five or more days, or a reduction in pay that is equal to the financial loss caused by a suspension without pay for five or more days.
- B. Failure to Request Disciplinary Appeal Hearing. If the employee fails to request a disciplinary appeal hearing within the prescribed time and manner, the employee will have waived the right to a hearing and all rights to further appeal of the disciplinary action.
- C. Scheduling of Disciplinary Appeal Hearing. The Personnel Officer will schedule any disciplinary appeal hearing before the Appeal Hearing Officer within a reasonable time after the filing of the employee's request.
- D. Appeal Hearing Officer. The Chief Executive Officer will serve as the Appeal Hearing Officer and will hear and decide disciplinary appeals. The Appeal Hearing Officer will prepare in writing the findings and fact and decision. The decision of the Appeal Hearing Officer will be final. The hearing before the Appeal Hearing Officer will be conducted in accordance with the procedural rules adopted by the Authority. The Chief Executive Officer may, in his/her sole discretion, designate an individual to serve as the Appeal Hearing Officer, as needed, whose decision will be advisory to the Chief Executive Officer.
- E. Representation at Disciplinary Appeal Hearing. At the disciplinary appeal hearing, the employee must appear personally and may be represented by counsel or other

representative. The employee may not be represented by a person who will be called as a witness.

- F. Employee Appearance at Disciplinary Appeal Hearing. An employee who requests a disciplinary appeal hearing must be present during his/her disciplinary appeal hearing. Failure of the employee to be present will constitute a waiver of the employee's right to an appeal. Waiver will not occur if the employee can demonstrate good cause for his/her failure to be present within three working days from the date the employee fails to appear.
- G. Appeal Hearing Procedures. The appeal hearing will be conducted as follows:
- (1) The Authority and employee may each:
 - (a) Call and examine witnesses;
 - (b) Introduce evidence and exhibits;
 - (c) Cross-examine opposing witnesses on any matter relevant to the issues, even if the matter is not covered in direct examination;
 - (d) Impeach any witness regardless of which party first called him/her to testify;
 - (e) Rebut the evidence presented by the other party; and
 - (f) Present oral and written arguments.
 - (2) All oral evidence and testimony will be taken under oath or affirmation.
 - (3) The hearing does not need to be conducted according to the technical rules relating to evidence and witnesses, but will be conducted in a manner most conducive to the determination of the truth. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper admission of such evidence over objections in a court of law. Decisions by the Appeal Hearing Officer will not be invalidated by any informality in the appeal hearing proceedings or procedures.
 - (4) The Appeal Hearing Officer may issue subpoenas to compel the attendance of witnesses or require the production of documents in the manner established by the Authority.
 - (5) Hearsay evidence may be used for the purpose of supplementing or explaining any evidence. However, such evidence is not sufficient to support a finding, unless such evidence would be admissible over objections in a court of law.
 - (6) The rules of privilege will apply to the extent that they are applicable or otherwise required by statute to be recognized at the hearing.
 - (7) The Appeal Hearing Officer will determine the relevancy, weight, and credibility of any testimony or evidence and will rule on any raised objections or claims of privilege.

- (8) The Appeal Hearing Officer will have the discretion and power to exclude any evidence that is irrelevant, unduly repetitious, or will necessitate undue consumption of time. The Appeal Hearing Officer will also have the discretion and power to exclude any witnesses.
- (9) Notwithstanding the above, the Appeal Hearing Officer will not have binding authority to add, modify, or subtract from the applicable Personnel Rules or any resolutions, ordinances, or policies adopted by the Authority. Further, the Appeal Hearing Officer will not have the authority or power to render a binding decision that requires the Authority to expend additional funds, to hire additional personnel, to buy additional equipment or supplies, or to pay wages or benefits not specifically provided for in applicable Personnel Rules, or any resolutions, ordinances, or policies adopted by the Authority. The Appeal Hearing Officer will not have the authority to require the Authority to perform any other action that would violate state or federal law.
- (10) The Authority reserves the right to modify or change the appeal hearing procedures at any time, without prior notice.

ARTICLE 19. GRIEVANCE PROCEDURE

Section 1. Purpose of Grievance Procedure. The grievance procedure will be used to resolve employee complaints regarding an alleged violation or interpretation of the Authority's written personnel policies, or these Personnel Rules. However, specifically excluded from the grievance procedures are the following:

- A. Performance evaluations or performance improvement plans;
- B. Deferred or denied merit salary increases;
- C. Verbal or written counseling;
- D. Any disciplinary action or the process of imposing discipline;
- E. Policy decisions of the Board of Directors;
- F. Any change to an existing benefit not encompassed in state law, or Authority resolution or ordinance;
- G. Transfer to another position without a loss of pay; and
- H. Matters for which there is a separate appeal, including, but not limited to, disciplinary action.

Section 2. Definitions. The following definitions will be applicable for purposes of this Article only:

- A. Grievance. An expressed claim by an employee that the Authority has violated, misinterpreted, or misapplied an obligation to the employee as such obligation is expressed and written in the Authority's written personnel policies, or these Personnel Rules, except as specifically excluded in Section 1 above.
- B. Grievance Procedure. The process by which the validity of a grievance is determined.
- C. Representative. A person who at the request of the employee or management is invited to participate in a grievance conference.

Section 3. General Provisions.

- A. Filing of a Grievance. A grievance may be filed by any employee on his/her own behalf, jointly by a group of employees.
- B. Representation. An employee may have a representative present during grievance meetings.
- C. Retaliation. The Authority will not retaliate against any employee for the good faith use of the grievance procedure.
- D. Time Periods.
 - (1) Failure at any step of this grievance procedure to fully comply with the requirements of this Article will be deemed a waiver of the employee's rights to proceed under this Article.
 - (2) Failure by the Authority at any step of this grievance procedure to communicate the decision on the grievance within the specified time limits will permit the aggrieved employee to proceed to the next step.
 - (3) Failure of the aggrieved employee, at any step of this grievance procedure, to submit the decision on a grievance to the next step within the specified time limit will be deemed acceptance of the decision rendered.
 - (4) The time limits specified at any step in this grievance procedure may be extended by mutual, written agreement.
- E. Time Off. Reasonable time off without loss of pay will be given to an employee who has a grievance and to his/her representative in order to participate in the grievance hearings. However, employees will not be entitled to time off to prepare for his/her grievance hearings.
- F. Conferences. Grievance conferences between management and the employee will normally be conducted during the employee's regularly scheduled working hours at a mutually convenient time.
- G. Referral to Alternate Manager. If a grievance regards conduct by the Supervisor or Department Head who would be responsible for hearing the grievance at any step in the procedure set forth in Section 4, below, the aggrieved employee may instead submit the grievance to an alternate Supervisor, or if the grievance regards conduct by the alternate Supervisor(s), to the Chief Operating Officer.

Section 4. Grievance Procedure.

- A. Step One (Informal Conference). The employee will inform his/her immediate Department Head of the grievance within five working days after the employee knows, or in the exercise of reasonable diligence should have known of the events giving rise to the complaint or grievance. Failure to timely initiate this procedure will bar further consideration of the grievance and will be deemed a waiver of the grievance procedure. The employee and the Department Head will discuss the grievance.
 - (1) Complaints or grievances regarding the Department Head may be provided to the Human Resources Office.

- (2) Complaints or grievances regarding the Human Resources Office may be provided to the Personnel Officer.
 - (3) Complaints or grievances regarding the Personnel Officer may be provided to the Chief Executive Officer.
 - (4) Complaints or grievances regarding the Chief Executive Officer may be provided to the General Counsel for presentation to the Board of Directors.
- B. Step Two. Within ten working days from receipt of the verbal decision from the Department Head, the employee, if he/she wishes to appeal the decision, must submit his/her formal grievance to the Human Resources Office. The grievance must be presented in writing on a form provided by the Authority, and must include the following: a statement of the event(s) causing the grievance; the rule, law, policy, or other standard alleged to have been violated; the relief sought by the employee; and any potential witnesses. Failure to fully provide all required information may result in a delay in processing the grievance. Failure to timely initiate this procedure will bar further consideration of the grievance and will be deemed a waiver of the grievance procedure. In the event that the Human Resources Office cannot resolve the grievance, the Personnel Officer will have a discussion with the Department Head concerning the grievance and take all appropriate steps to investigate the matter. The Personnel Officer or his/her designated representative will, within ten working days of the discussion, issue a written decision to the employee. The Personnel Officer's decision will be final.

ARTICLE 20. LAYOFF PROCEDURES

Section 1. General. Whenever, in the judgment of the Chief Executive Officer or the Board of Directors, it becomes necessary in the interest of economy or reorganization, to abolish any position or employment, the employee holding such position or employment may be laid off or demoted without disciplinary action and without the right of appeal through either disciplinary appeal or grievance procedures. An employee who believes his/her layoff was pre-textual will be afforded with all due process required by law.

Section 2. Written Notice of Layoff. Any employee to be laid off will be given written notice of layoff not less than two weeks prior to the effective date of such layoff.

Section 3. Order of Layoff. To the extent permitted by law, the Authority has the discretion to determine the order of layoff of all positions affected by a reduction in force. Relevant factors in the determination may include, but are not limited to positional needs, employee seniority, and financial burden or constraint.

Section 4. No Displacement. The Authority does not provide for displacement rights ("bumping"), or the right of a senior employee to replace a less senior employee in the event of a layoff. However, if two or more qualified employees wish to fill a vacant and funded position, the Authority has the discretion to consider relevant factors in making its decision, including, but not limited to positional needs, an employee's seniority, and financial burden or constraint.

Section 5. Specially Funded Positions. When a position is created and is funded by a grant of funds from the State or the Federal Government, the position will be automatically abolished when the funding is terminated. The incumbent of the position will be terminated on the date upon which the position is abolished and the layoff procedures prescribed in these Personnel Rules are not applicable.

Section 6. Reemployment.

- A. Reemployment List. The names of all regular and probationary employees who were laid off, reduced in class, displaced or who have received layoff notice and voluntarily resigned

will be placed on a reemployment list for their original class. Whenever a vacancy occurs in the class for which a reemployment list exists, the qualifying employees on the lists will be notified of the vacancy prior to announcing an open or promotional recruitment and the qualifying employees will be offered the opportunity to apply for the position.

- B. Duration of Reemployment List. The reemployment list will be effective for a period of 12 months from the date of change in employee's status due to Authority layoff, except that persons appointed to permanent positions of the same level as that which laid off, will, upon such appointment, be dropped from the list. It will be the duty of the employee to provide an address and any forwarding information for contact. The Authority will send a certified and/or overnight letter advising the person of the opportunity for reemployment. Persons who refuse reemployment to a full time position or fail to respond twice to a request will be dropped from the list. Persons re-employed in a lower class, or on a temporary basis, will be continued on the list for the higher position for the remainder of that initial 12-month period. Persons who refuse part time or temporary employment will be continued on the reemployment list.
- C. Anniversary Date and Date of Hire. Upon reemployment, an employee's anniversary date and date of hire will remain the same as if the employee had remained employed the entire period of layoff.

ARTICLE 21. SEPARATION FROM EMPLOYMENT

Section 1. Abandonment of Position. An employee may be separated from employment if the employee is on an unauthorized leave of absence as set forth in Article 22, Section 5.

Section 2. Disciplinary Dismissal. An employee may be separated from employment for disciplinary reasons as provided for in Article 18.

Section 3. Layoff. As provided in Article 20, an employee may be separated from employment by layoff.

Section 4. Resignation. An employee wishing to leave employment in good standing will file with the Chief Operating Officer a written resignation stating the effective date and reasons for leaving, at least two weeks before leaving the service, unless approval for a shorter notice is obtained. Resignation will be deemed accepted upon submission. A resignation made without the notice required may be regarded as cause for denying the resigning employee future employment with the Authority, and is a resignation not in good standing.

Retirement. Retirement from employment will be subject to the terms and conditions of the Authority's retirement plan and the applicable provisions of these Personnel Rules. Whenever employees meet the conditions set forth in the Authority's retirement plan regulations they may elect to retire and receive benefits earned under the retirement plan.

Section 5.

- A. Disability Retirement.

Section 6. Disability. An employee may be separated when the employee cannot perform the essential functions of the job, with or without a legally required reasonable accommodation. A regular employee who is separated under this Section will be afforded the procedures set forth in Article 18.

Section 7. Death of the Employee. In the event of a death of an employee, payment of all earned wages due will be in accordance with the laws of the State of California. Unless otherwise provided by law,

payment of any other funds due the deceased employee will be paid to the beneficiary so designated in writing by the employee.

ARTICLE 22. LEAVES OF ABSENCE

Section 1. Attendance. Employees will be in attendance on time at their work station or location in accordance with the rules regarding attendance, holidays, and leaves. Employees will make every effort to schedule personal appointments outside their working hours. Employee attendance and adherence to the rules governing attendance, leaves of absence and tardiness will be reviewed and evaluated during the employee's annual performance evaluation. All departments will keep daily attendance records of employees, which will be reported to the Human Resources Office in the form and on the dates specified. Employees will be required to complete appropriate attendance records. The appropriate forms will be signed by the employee and immediate supervisor and then forwarded to the payroll department immediately but no later than two days prior to the end of the pay period.

Section 2. Full-Time Employees. Regular full-time employees will be entitled to all of the paid leaves provided for in this Article based on the full-time schedule assigned to the employee's classification. Temporary full-time employees and part-time employees are not eligible for any paid leave in this Article.

Section 3. Effect of Leave of Absence on Employee Benefits.

- A. Fully Paid Leave of Absence. Unless otherwise required by law, an employee on a leave of absence who continues to receive full compensation through the use of his/her accrued leave banks will continue to receive full employment benefits. Such employment benefits, may include, but are not limited to, the accrual of paid leaves, and health insurance contributions, which remain at the rate the employee would receive if he/she was working his/her normal work schedule.

- B. Partially Paid Leave of Absence. Unless otherwise required by law, an employee on a leave of absence who is in an unpaid status for more than 50% of the pay period will not accrue any employment benefits except as otherwise specified in this section. An employee who is in a paid status for 50% or more of the pay period will receive full employment benefits. Such employment benefits, may include, but are not limited to, the accrual of paid leaves, and health insurance contributions, which remain at the rate the employee would receive if he/she was working his/her normal work schedule.
 - (1) Disability Leave. When an employee is on an authorized protected leave of absence, health, life and related plan benefits, including, but not limited to health insurance contributions, will remain in force up to three months from the start of any authorized protected leave of absence. At the conclusion of three months, the Authority will terminate any health, life, and related plan benefits. However, when an employee has insufficient earnings from which to deduct the employee's share of premiums, arrangements must be made in advance for payment of the employee's share. Failure to pay such costs by the due date agreed upon between the Authority and the employee will result in termination of coverage. If an employee fails to return to work following any authorized protected leave of absence, the employee will be liable for all sums for health care coverage which have been expended by the Authority during the leave. However, if the employee does not return to work due to a continuation, recurrence, or onset of a serious health condition of the employee or the employee's family member, or other circumstances beyond the employee's control, the Authority will not seek to recover sums expended for health care coverage during the leave.

- C. Unpaid Leave of Absence. Unless otherwise required by law, an employee on an unpaid leave of absence will not accrue any employment benefits, including, but not limited to, the accrual of paid leaves, and health insurance contributions.

Section 4. Unauthorized Absence.

- A. When an employee has been absent without authorization from work for more than three workdays, and in the opinion of the Department Head the employee has abandoned his/her position, the Department Head will notify the Personnel Officer or a designee. The Personnel Officer, or a designee, will notify the employee that the Authority has determined he/she has abandoned his/her position and that the employee has three working days upon receipt of the notice to contact the Authority regarding his/her intent to return to work. The notice will also advise the employee that failure to contact the Authority within the three-day period will be deemed an automatic resignation effective on the fourth day. Such notice will be in writing and sent by certified mail or personal service to the last address listed in the employee's personnel records.
- B. Abandonment of position may include, but is not limited to:
 - (1) Where an employee fails to return to his/her employment upon conclusion of any authorized leave of absence;
 - (2) Where an employee fails to properly notify by telephone or in writing his/her immediate Supervisor of absence due to sickness or injury, except as provided in Section 8 of this Article 22 regarding family care or medical leave;
 - (3) Where an employee fails to appear for work without notification or express agreement between the Supervisor and the employee as to the use of any leave time set forth under the Authority's personnel policies;
 - (4) Where an employee fails to keep his/her immediate Supervisor reasonably apprised of disability status.
- C. Where an employee fails to respond within three working days to the notice of abandonment of position, the employee may be considered to have abandoned his/her position of employment with the Authority. Abandonment of position will constitute an automatic resignation from the Authority service.

Section 5. Vacation.

- A. Vacation Accrual. Part-time and temporary employees are not eligible for vacation. Each full-time employee will begin accruing vacation leave monthly immediately upon employment and will accrue vacation leave according to the following rates:

Accrual Rates for Employees			
Completed Years	Days Earned	Hours Earned	Accrual Per Pay Period
Year 1 thru Year 4	10	80	3.333
Year 5 thru 19	15	120	5.00
Year 20 and over	20	160	6.666

- B. Annual Cash Out of Accrual of Vacation. On each final pay period of the fiscal year ending on September 30th, any employees who have accrued in excess of 240 vacation hours will be paid at the employee's then current rate of pay for all unused accrued vacation hours in excess of the 240 hours.
- C. Optional Vacation Cash Out. An employee may at his/her option once per calendar year, request to be paid at the employee's then current rate of pay, for any vacation hours accrued over 120 hours. However, an employee must maintain a balance of 120 hours at all times. The Chief Operating Officer may, in his or her sole discretion, grant an employee's request for vacation cash out.
- D. Use of Vacation. The use and scheduling of employee vacation is subject to prior approval of the Supervisor and is to be determined in each base by the Supervisor with due regard to the needs of the Authority and the wishes of the employee.
- E. Unused Vacation. All unused accrued vacation hours will be compensated at the employee's then-current rate of pay upon the employee's resignation, retirement, termination, dismissal, lay-off or death.

Section 6. Sick Leave for Full Time Employees.

- A. Sick Leave Accrual. Each full-time employees will earn 8 hours of sick leave for each month worked or major fraction thereof. Full-time employees who are in a less than full pay status will earn sick leave on a prorated basis, which will not be less than one hour per every 30 hours worked. Full-time employees will be compensated for using sick leave at their hourly wage, on the payday for the next regular payroll period after the sick leave was taken.
- B. Cap on Accrual of Sick Leave. Sick leave will accrue without limitation.
- C. Permitted Uses of Sick Leave. Sick leave may be applied to the following:
 - (1) An absence necessitated by an employee's non-industrial personal illness or injury.
 - (2) Medical and dental office appointments.

- (3) Absence due to non-industrial exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician that the presence of the employee on duty would endanger the health of others.
- (4) Absence from duty because the employee's presence is needed to attend to the illness of a member of his/her immediate family. For purposes of this Section, immediate family includes any of the following: a biological, adopted, or foster child, stepchild, legal ward, a child to whom the employee stands in loco parentis, or a child of a registered domestic partner, regardless of the child's age or dependency status; a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; a spouse; a State of California registered domestic partner; a grandparent; a grandchild; a sibling. For purposes of sick leave use, a domestic partner will mean a person as defined by California state law or a person who shares a committed relationship with an employee.

D. Prohibited Uses of Sick Leave. Sick leave may not be used for the following:

- (1) Sick leave may not be advanced for any reason.
- (2) Sick leave may not be donated to or received from other employees.

E. Request for Sick Leave.

- (1) An employee must contact his/her immediate Supervisor prior to or within one hour of the commencement of their work shift to report illness and absence from work. Consideration will be given to emergency situations that restrict the employee from contacting his/her immediate supervisor within the first hour of work including, but not limited to: accident, injury or hospitalization.
- (2) An employee must notify his/her immediate Supervisor before the employee leaves the work site due to illness prior to completion of the work shift.
- (3) When an employee has advance notice of the need for sick leave, such as when scheduling non-emergency medical, vision, and dental appointments, the employee is required to notify his/her Supervisor at least one working day in advance of his/her need for sick leave. Employees are encouraged to schedule medical and dental appointments outside normal working hours if possible.

F. Illness While on Paid Vacation. Illness while on paid vacation will be charged to sick leave rather than vacation only if the employee's illness or injury was of a nature that would preclude the effective use of vacation and would prevent the employee from performing his/her normal duties. The Authority will be under no obligation to extend the vacation beyond the original scheduled vacation ending date.

G. Minimum Increments of Sick Leave. The minimum charge to an employee's sick leave account will be one-quarter hour, and will be rounded up to the next quarter hour. For example, an employee who is gone from work for two hours and ten minutes will be charged two and one-quarter hours of sick leave.

H. Medical Certification. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury,

medical condition or medical or dental office calls when the employee has been under the care of a physician.

- (1) An employee may be required to furnish evidence of attendance at scheduled medical or dental appointments.
- (2) Such evidence is required when an employee is absent for three or more consecutive workdays.
- (3) Such evidence may also be required if there is reason to believe an employee is or will be abusing sick leave. In such a case, an employee will be given advance written notice stating the reason for the requirement.

I. Unused Sick Leave. In certain instances, employees will be compensated for unused sick time at the time of their separation from employment with the Authority as follows:

- (1) Employees who are separated due to disability pursuant to Article 21, Section 6, will be compensated at their then current rate of pay for one hundred percent of their unused sick leave on termination.
- (2) Employees who retire employment with the Authority will be compensated at their then current rate of pay for fifty percent of the employee's unused sick leave, up to a maximum of 500 hours.

Except for as set forth in this Section, no employee will be compensated for, or allowed to exhaust, any accrued sick leave upon separation from employment with the Authority.

J. Abuse of Sick Leave. Abuse of sick leave may be grounds for discipline. Abuse will be determined on a case-by-case basis. Sick leave abuse may include, but is not limited to, failure to abide by the provisions of this rule, and use of sick leave for non-specified reasons.

Section 7. Family Care and Medical Leaves of Absence. The Authority provides family care and medical leaves of absence in accordance with the Family Medical Leave Act ("FMLA"), the California Family Rights Act ("CFRA"), and the Pregnancy Disability Leave Law ("PDL"). The policy regarding these leaves of absence are set forth in a separate Authority policy.

Section 8. Bereavement Leave. In the event of the death of an employee's "immediate family," the employee will be granted up to three days of paid bereavement leave and an additional two days for travel outside the state. Upon request of the Authority, the employee must furnish certification or other documentation of the family member's death. Additional time off may be granted upon approval by the Chief Operating Officer. For purposes of this section, "immediate family" means spouse, child, stepchild, mother, father, sister, brother, grandparents, mother-in-law, father-in-law, grandchildren, aunts and uncles

Section 9. Military Leave. Military Leave will be provided as set forth in the applicable California and federal law. An employee entitled to military leave must give his/her Department Head an opportunity within the limits of military regulations to determine when such leave will be taken. Prior to taking military leave, an employee, when possible, must present a copy of his/her military orders to his/her Department Head. The Department Head will advise the Personnel Officer of such military orders immediately.

Section 10. Voting Leave. The Authority encourages eligible employees to register and vote in all federal, state and local elections. Employees of the Authority are expected to vote prior to or following their assigned working hours. In accordance with *Election Code* sections 14000 and 14001, if a registered voter employee does not have sufficient time outside regular working hours within which to vote at statewide elections,

he/she may take off such working time as will enable him/her to vote. A maximum of two hours may be taken with pay. To receive time off for voting, the employee must notify his/her Department Head in advance. Employees who need Voting Leave, must take such leave at the beginning or end of the employee's work shift, based on the needs of the Department and the employee's schedule. The exact amount of time off work and the scheduling of time off will be decided between the employee and his/her Department Head. Employees who use Voting Leave are required to present a voter's receipt to their Department Head.

Section 11. Jury Duty Leave.

- A. Every regular employee of the Authority who is called or required to serve as a trial juror upon notification and appropriate verification submitted to the Department Head, is permitted to be absent from his/her duties with the Authority during the period of such service or while necessary to be present in court as a result of such call.
- B. Regular and probationary employees required to serve as a trial juror during their normal scheduled work hours will receive their base pay for the duration of their jury duty service. In the discretion of the Chief Executive Officer or Chief Operating Officer, paid jury duty leave may be authorized when it would not harm the Authority's interests. Alternatively, an employee who is required to serve jury duty may use any accrued leave, except sick leave, during that time, or the employee may elect to take an unpaid leave of absence. Employees are required to deposit with the Authority any pay, other than mileage, received from service as a trial juror during any period when the employee receives paid jury duty leave from the Authority. Such employees are required to deliver a "jury duty time card" form verifying each of the hours of jury duty service.
- C. Employees must immediately upon receipt of jury duty summons, provide his/her supervisor a copy of such notice. Employees required to serve on a jury are expected to return to work on days where jury duty is not required for the full day and must report to work before and after jury duty provided there is an opportunity for at least one hour of actual work-time.

Section 12. Witness Leave. An employee who is called to answer a subpoena as a witness in a personal capacity, during the employee's work hours will be permitted to take an unpaid leave of absence from work due to answering the subpoena, provided the employee shows proof of such subpoena with the Authority. Employees may elect to use any accrued vacation leave while out on unpaid witness leave. An employee who is called to answer a subpoena as a witness in their capacity as an Authority employee, during the employee's work hours will be permitted to take a paid leave of absence from work due to answering the subpoena, provided the employee shows proof of such subpoena with the Authority.

Section 13. Fitness for Duty Leave and Examination. Employees are expected to report to work fit for duty, which means able to perform their job duties in a safe, appropriate, and effective manner, free from adverse effects of physical, mental, emotional, and/or personal problems. This Section is intended to provide a safe environment and protect the health and welfare of employees and the public. If an employee feels that he/she is not fit to perform his/her duties, he/she must notify his/her supervisor immediately.

- A. Reasons for Fitness for Duty Leave. A paid Fitness for Duty Leave may be ordered in any of the following situations:
 - (1) An employee returns from a medical leave of absence of more than five working days.
 - (2) An employee is involved in the interactive process with the Authority under Article 4.

- (3) A Supervisor observes or receives a reliable report of an employee's possible lack of fitness for duty. Observations and reports may be based on, but are not limited to, employee's own self-report of potential unfitness, dexterity, coordination, alertness, speech, vision acuity, concentration, disproportionate response to criticism, and inappropriate or uncharacteristic interactions with the public, co-workers, and supervisors.
 - (4) Fitness for duty examinations based on a reasonable suspicion that an employee is under the influence of illegal drugs or alcohol will be conducted in accordance with the Authority's Alcohol and Drug Policy.
- B. Procedures for Ordering a Fitness for Duty Examination. When a Supervisor becomes aware of or observes behavior that makes him/her reasonably suspect that the employee may not be fit for duty, the Supervisor will refer the employee to the Personnel Officer who will schedule the employee for a fitness for duty examination. If the circumstances warrant it, the Personnel Officer, after conferring with the employee's Department Head, may place the employee on paid leave pending the results of the employee's fitness for duty examination. The examination will be paid for by the Authority.
- C. Procedure Following Receipt of Examination Results. The doctor examining the employee will be limited to finding the employee "fit for duty" or "fit for duty with restrictions" or "unfit for duty". In the case of finding an employee fit for duty, the doctor may issue work restrictions. In no case will the doctor reveal the underlying cause of the fitness or unfitness for duty without the employee's permission.
- (1) Fit for Duty. If the doctor finds the employee is fit for duty, the employee will return to work immediately and perform all duties of his/her position.
 - (2) Fit for Duty with Restrictions. If the doctor finds the employee is fit for duty with restrictions, the doctor will specifically enumerate what restrictions are necessary and for how long those restrictions are necessary. The Authority will then evaluate those restrictions, and determine if the Authority can reasonably accommodate those restrictions. If the employee's restrictions are based on a disability as defined by the ADA and/or FEHA, the Authority will engage in the interactive process as set forth in Article 4.
 - (3) Unfit for Duty. If the employee is found to be unfit for duty, he/she will not be permitted to work. He/She may request a leave of absence in accordance with the applicable provisions of these Personnel Rules. If the employee can provide certification of fitness for duty prior to the exhaustion of all paid and unpaid leave that he/she is entitled to under these Personnel Rules, the employee will be returned to work. However, if such certification is from the employee's own health care provider, the Authority may request a second opinion from a doctor of its choosing and at its cost to evaluate the employee under the requirements of this Section. If the two certifications conflict, a third opinion will be sought from a doctor chosen by the Authority and the employee, at the expense of the Authority. The opinion of fit or unfit rendered by the third doctor will be binding. If the employee's restrictions are based on a disability as defined by the ADA and/or FEHA, the Authority will engage in the interactive process as set forth in Article 4.

Section 14. Personnel Action Leave. The Authority has the right to place an employee on leave at any time with full pay. An employee may be placed on personnel action leave pending investigation of misconduct, potential disciplinary action, or other reasons that the Chief Executive Officer or Chief Operating Officer, in his/her discretion, believes warrant such leave. A personnel action leave will not have

any negative effect on the employee's benefits. Personnel action leave may also be referred to as "Relief of Duty." An employee assigned to personnel action leave will be required to be available by phone during his/her regular working hours. In addition, employees on a personnel action leave are prohibited from entering Authority facilities or property or communicating with Authority employees, except to the extent that non-employees may access Authority facilities, property, or employees. The Chief Executive Officer or Chief Operating Officer may place other reasonable restrictions on an employee during the period of personnel action leave.

Section 15. Leave of Absence Without Pay.

- A. Request for a Leave of Absence Without Pay. When an employee has exhausted all of his/her paid leaves, he/she may request a leave of absence without pay in accordance with this Section. The employee must submit a written request to the Personnel Officer for a leave of absence without pay, along with any supporting documentation. The Personnel Officer may request reasonable documentation in support of the employee's request for a leave of absence without pay.
- B. Authority to Grant a Leave of Absence Without Pay. The Personnel Officer may grant a regular or probationary employee leave of absence without pay for a period not to exceed 30 days. After 30 days, the leave of absence may be extended if so authorized by the Chief Executive Officer or Chief Operating Officer. The approval or rejection of the Chief Executive Officer or Chief Operating Officer will be in writing.
- C. Return from Leave of Absence Without Pay. Upon expiration of a regularly approved leave, the employee will be reinstated in the position held at the time leave was granted, provided such position continues to exist. An employee on leave who fails to report to duty promptly at its expiration will be subject to disciplinary action for being on an unauthorized absence.
- D. Mandatory Exhaustion of Paid Leaves. If an employee is requesting a leave of absence for medical reasons, the employee is required to first fully exhaust all of his/her paid leaves in order to be eligible to receive a leave of absence without pay. If an employee is requesting a leave of absence for non-medical personal reasons, the employee is required to fully exhaust all of his/her paid leaves, except sick leave, in order to be eligible to receive a leave of absence without pay.

ARTICLE 23. HOLIDAYS

Section 1. Holidays Observed.

- A. The Authority observes the following holidays:

<u>HOLIDAY</u>	<u>DAY OBSERVED</u>
New Year's Day	January 1 st
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veterans' Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day After Thanksgiving	4 th Friday in November
Christmas Day	December 25 th

- B. If one of the holidays listed above falls on a Sunday, then it will be observed on the following Monday. If one of the holidays listed falls on a Saturday, then it will be observed on the previous Friday.

Section 2. Eligibility for Holiday Pay.

- A. An employee must be paid for all or a portion of both the regularly scheduled working assignments immediately before and immediately after that holiday in order to receive holiday pay.
- B. A new employee whose first working day is the day after a holiday will not be paid for the holiday.
- C. An employee who is terminating employment for reasons other than paid retirement and whose last day as a paid employee is the day before a holiday will not be paid for that holiday.

Section 3. Holiday Pay. For full-time employees, employees will receive 8 hours of pay at the employee's then current rate of pay. For employees who work on a holiday, the employee will receive the employee's pay for all hours worked during the holiday plus the 8 hours of holiday compensation.

ARTICLE 24. DRESS CODE

Section 1. General Standards. The appearance that employees project to the public and others they come in contact with while at work, directly reflects on the Authority. In the interest of presenting a professional image to the public, the Authority requires all employees to observe good habits of dress, grooming, and personal hygiene. Employees must always maintain a professional image.

Section 2.

Office Attire. Employees who work primarily in an office setting are required to dress each day in business casual dress. Business casual wear is a style of dress which projects a professional, business-like image while still permitting employees to wear more casual and relaxed clothing. Examples of appropriate business casual wear include, but are not limited to, khaki or "Docker type" chinos, slacks, tailored capri pants, jeans; polo, collared, or short-sleeved dress shirts; cardigans; sweaters or sweater sets; blouses; casual dresses and skirts; and loafers, flats, or dress sandals. Examples of inappropriate clothing or footwear are t-shirts, leggings, sweat pants, sweatshirts, overalls, cargo pants, or yoga pants; pants that are unhemmed or drag on the ground; pants that are distressed or have holes; halter tops or tops that are backless, midriff-baring, or have a low-cut neckline or spaghetti straps; shirts displaying offensive or obscene language or artwork; shorts; mini-skirts; flip-flop sandals, or above-the-knee boots; non-Authority baseball hats or visors. Clothing and footwear should be clean and in good repair. It may not be faded, torn, frayed, or revealing.

Upon the approval of an employee's Department Head, an employee may wear casual attire on a day other than a designated casual dress day, if the employee has been assigned a task that would be unsuited to business casual or formal business attire.

Section 3. Uniforms. Employees who work primarily outside of an office are required to wear a uniform when performing normal work activities, regardless of the time of day or day of the week. All uniforms are expected to be clean and in good repair. Uniforms may not be worn when off duty except for brief stops to and from work and during breaks. When uniformed employees are participating in non-uniformed related

activities, such as off-site or on-site trainings, meetings, or other non-uniformed related activities, uniformed employees may elect to either wear their uniform or wear business casual attire as set forth in Section 2.

Section 4. Grooming. As part of the professional image presented to the public by the Authority, employees should appear for work in a clean, well-groomed manner.

Section 5. Safety. The Authority may impose additional restrictions on an employee's attire or grooming when there are safety concerns. Any such restrictions will be issued in writing.

Section 6. Exceptions. The Chief Executive Officer or Chief Operating Officer may grant exceptions to this Article when the application of the Article would infringe on an employee's protected characteristics as set forth in Article 4.

ARTICLE 25. WORKPLACE SAFETY

Section 1. Commitment to Workplace Safety. The Authority is committed to providing a safe workplace for all employees. Every employee should understand the importance of safety in the workplace. By remaining safety conscious, employees can protect their own interests as well as those of their co-workers. Accordingly, the Authority expects all employees to take steps to promote workplace safety.

Section 2. Injury and Illness Prevention Program. In keeping with its commitment to workplace safety, the Authority has adopted an Injury and Illness Prevention Program as part of its safety program. Compliance with this Program is a condition of employment, and all employees will be evaluated on their compliance with the Program. Each employee will be given a copy of the Injury and Illness Prevention Program, and a copy is maintained by the Human Resources Office.

Section 3. Reporting Injuries and Unsafe Conditions. If an employee identifies a potentially unsafe condition or risk, the employee should immediately report the matter to his/her supervisor. An employee who suffers an injury while at work, no matter how minor, should immediately inform his/her Supervisor. Employees injured on the job may be entitled to benefits under the state workers' compensation law.

Section 4. Drug-Free and Alcohol-Free Workplace. The Authority is committed to providing a work environment that is safe, healthy, and free of any effects caused by alcohol or drugs. Violation of the Authority's drug-free workplace policy can lead to disciplinary action being taken against an employee, up to and including dismissal. For more information regarding the policy, employees should review the Authority's Alcohol and Drug Policy.

Section 5. Workplace Violence Prevention.

- A. Objective. The Authority is strongly committed to ensuring the safety of all Authority employees. Consistent with this policy, acts or threats of violence, including intimidation, harassment, and/or coercion which involve or affect Authority employees will not be tolerated and will be subject to appropriate disciplinary action up to and including dismissal. The following are the objectives of the Authority:
- (1) To ensure all workplace threats and violent behavior are addressed promptly.
 - (2) To ensure the level of physical and facility security in Authority workplaces is sufficient to protect the health and safety of Authority employees.
 - (3) To ensure that all disciplinary action taken for behavior prohibited under this Section is reviewed, evaluated, and administered consistently and equitably throughout the Authority and done so in a timely manner.

- B. Threats or Acts of Violence Defined. A credible threat of violence is a knowing and willful statement or course of conduct that would place a reasonable person in fear for his/her safety, or the safety of his/her immediate family, and that serves no legitimate purpose. General examples of prohibited workplace violence include, but are not limited to the following:
- (1) Threatening to harm or harming an individual and/or his/her family, friends, associates, and/or their property.
 - (2) Fighting or challenging another individual to a fight.
 - (3) Intimidation through direct or veiled verbal threats, or through physical threats, such as obscene gestures, grabbing, and pushing.
 - (4) Making harassing or threatening telephone calls; sending harassing or threatening letters, emails, or other correspondence.
 - (5) Intimidating or attempting to coerce an employee to do wrongful acts that would affect the business interests of the Authority.
 - (6) Harassing surveillance or stalking, which is engaging in a pattern of conduct with the intent to follow, alarm, or harass another individual, which presents a credible threat to the individual and causes the individual to fear for his/her safety, or the safety of his/her immediate family, as defined in California *Civil Code* section 1708.7.
 - (7) Making a suggestion or otherwise intimating that an act to injure persons or property is appropriate behavior.
 - (8) Possession of firearms (loaded or unloaded), weapons, or any other dangerous devices on Authority property. This includes look-alike weapons, such as toy guns. Weapons and dangerous devices may include, but are not limited to the following, when their possession or use is not expressly authorized by an Authority supervisor or manager: blackjacks, slingshots, metal knuckles, explosive substances, dirks, daggers, gas- or spring-operated guns, knives, folding knives having a blade that locks into place, razor blades, and clubs.
 - (9) Use of a personal or Authority-issued tool or other equipment in a threatening manner toward another.
- C. Reporting Workplace Violence. Any employee who is the victim of a threat or act of violence, or any employee who witnesses such conduct, should immediately report the incident to his/her Supervisor or other appropriate person in the chain of command. Should the employee perceive that he/she is in immediate danger of a violent act, or has just been victimized by a violent act, or is a witness of a violent act, he/she must as soon as possible:
- (1) Place themselves in a safe location.
 - (2) If appropriate, call 911 and request immediate response of a police officer and be prepared to inform the police dispatcher of the circumstances and the exact location of where an officer is needed.
 - (3) Inform a Supervisor, Department Head, or the Personnel Officer of the circumstances.

- (4) Complete a written report as soon as possible and submit the original copy to the Personnel Officer.
 - (5) Cooperate fully in any administrative or criminal investigation, which will be conducted within existing policy and laws.
- D. Reporting Future Workplace Violence. Employees who have reason to believe they or any Authority employee may be the subject of a violent act in the workplace or as a result of their Authority employment, should immediately notify their Supervisor, Department Head, or the Personnel Officer.
- E. Violation of Article. The Authority prohibition against threats and acts of violence applies to all persons involving Authority operation, including but not limited to Authority personnel, contract and temporary workers, vendors, and anyone else on Authority property. Violations of this Article by any individual may be followed by legal action as appropriate, which may include, seeking a temporary restraining order and/or injunction on behalf of Authority employees if the situation warrants such action. In addition to appropriate legal action, violations of this Article by employees, including making a false report under this Article, may lead to appropriate disciplinary action, up to and including dismissal.

Section 6. Prohibition on Employee Smoking. All employees are prohibited from smoking or using e-cigarettes within all Authority facilities and vehicles, and within 20 feet of all entrances, exits, and operable windows of such facilities. Employees are permitted to smoke in any area designated as a smoking area.

ARTICLE 26. AUTHORITY RENTAL PROPERTIES.

Section 1. Rental Properties. The Authority owns and maintains certain residential properties ("Rental Property").

Section 2. Employee Rental of Rental Properties. The Authority offers its employees the opportunity to rent a Rental Property, subject to a separate Residential Rental Agreement between the Authority as Landlord and the employee as Tenant. Any separate Residential Rental Agreement is not intended to be and is not a form of compensation or work benefit to the employee. A Residential Rental Agreement does not create an employment contract with the employee, nor does it impose any obligations or requirements on the employee to perform work for the Authority while at the Rental Property. Time an employee spends at the Rental Property for everyday living or recreational purposes is not considered "hours worked" for purposes of employee compensation, as set forth in Article 12.

ARTICLE 27. ADDITIONAL POLICIES

In addition to the provisions of these Personnel Rules, employees are also subject to the Authority's Personnel Policy Handbook, which includes various personnel policies and procedures adopted by the Board of Directors, which are subject to change and will be governed by the terms and conditions set forth in such additional policies.