

San Dieguito River Park JPA

EMPLOYEE MANUAL

AUGUST 2021

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EMPLOYEE ACKNOWLEDGEMENT OF RECEIPT

This is to acknowledge that I have received a copy of the San Dieguito River Valley Regional Open Space Park Joint Powers Authority Employee Manual (“Employee Manual”). The Employee Manual sets forth the terms and conditions of my employment as well as the rights, duties, responsibilities, and obligations of my employment. I understand and agree that it is my responsibility to read and familiarize myself with all of the provisions of the Employee Manual.

Executed on: _____
(Date)

By: _____
(Signature)

Print Name: _____

(Provide a signed copy of this page to the Office Manager)

EMPLOYEE MANUAL

Section 1 - Introduction and General Provisions

1.1 Introduction

The San Dieguito River Valley Regional Open Space Park Joint Powers Authority (“JPA”) is a government agency created in June, 1989, by the County of San Diego and the Cities of Del Mar, Escondido, Poway, San Diego and Solana Beach for the purpose of creating a greenway and natural open space park system in the San Dieguito River Valley.

The JPA is governed by a Board of Directors, whose policy decisions are implemented by the Executive Director.

The JPA’s mission is to:

- Preserve land within the focused planning area of the San Dieguito River Valley as a regional open space greenway and park system that protects the natural waterways and the natural and cultural resources and sensitive lands;
- Provide compatible recreational opportunities that do not damage sensitive lands; and
- Provide a continuous and coordinated system of preserved lands with a connecting corridor of walking, equestrian and bicycle trails, encompassing the San Dieguito River Valley from the ocean to the river’s source.

To accomplish the many tasks necessary to fulfill its mission, the JPA employs a small staff of dedicated employees who often work in a shifting team environment on a project by project basis. It takes cooperation, creativity, communication and a willing attitude in order to succeed and contribute in this type of team environment.

1.2 Purpose of Employee Manual

The Employee Manual contains Human Resource policies that govern employment with the JPA. Violation of any one of the policies in this Employee Manual may lead to discipline, up to and including termination of employment. The Employee Manual is designed to ensure consistent, fair, and uniform treatment of all JPA employees. The JPA Board of Directors has approved the provisions contained herein. The JPA reserves the right to amend, supplement or rescind any provisions of this Employee Manual, as it deems appropriate. Employees will be advised of changes in policies, benefits and procedures.

1.3 Scope of Employee Manual

The policies and procedures contained herein supersede any and all previously issued JPA policies, procedures, rules or instructions related to human resource management at JPA. As used in this Employee Manual, the term “employee” includes contractors and volunteers in our workplace. In addition, JPA policy extends to conduct with a connection to an employee’s work, even when the conduct takes place away from JPA’s premises, such as a business trip or business-related social function.

1.4 Administration

The JPA's Executive Director shall have authority to interpret and implement the provisions contained herein. The Executive Director may develop and issue procedures, consistent with the Employee Manual, to facilitate the Employee Manual's implementation.

1.5 Distribution and Review of Employee Manual

A copy of the Employee Manual shall be provided to each employee. A Notice of Acknowledgement Form found on the first page of this Employee Manual will be signed by each employee and a copy turned in to the Office Manager. Every JPA employee is expected to review and be familiar with the Employee Manual and to support and carry out the policies contained in the Employee Manual.

Section 2 - General Employment Policies

2.1 At Will Employment

Employees are hired and serve at the pleasure of the JPA. The Executive Director is fully authorized to appoint and discharge all persons employed by the JPA at will. Therefore, employment at the JPA is considered “at-will”, and may be terminated by either the employee or the Executive Director with or without cause. Although the JPA may choose to terminate employment for cause in accordance with the process outlined in Section 8 of this Employee Manual, cause is not required. For terminations without cause, the JPA will provide at least two weeks’ notice. For an employee to resign from JPA service in good standing, the employee must provide two weeks’ notice before leaving employment.

2.2 Nondiscrimination/Equal Employment Opportunity

The JPA is an equal opportunity employer and makes employment decisions based on merit. The JPA wants to have the best available people in every job. It is the JPA’s policy to provide equal employment opportunity for all applicants and employees, in all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfer, social/recreational programs and general treatment during employment.

2.2.1 Reasonable Accommodation

The JPA recognizes and supports the obligation to reasonably accommodate employees with disabilities or religious beliefs or practices in order to allow those employees to perform the essential functions of their jobs. A reasonable accommodation is any change or adjustment to a job or work environment that permits a qualified candidate or employee to participate in the job application process, to perform essential job functions, or to enjoy the benefit and privileges of employment equal to non-disabled employees. Examples of reasonable accommodations include:

- Restructuring a job by reallocating or redistributing marginal job functions;
- Altering when or how an essential function is performed;
- Permitting use of accrued paid leave or unpaid leave for necessary treatment;
- Acquisition or modification of equipment.

If an applicant believes they need a reasonable accommodation based on disability or a religious belief or practice, the employee should discuss the matter with the Office Manager or Executive Director. The JPA will make reasonable accommodations for the known limitations of an otherwise qualified individual unless undue hardship would result. Reasonable accommodations are available when a disability affects the performance of an essential job function. Any employee who requires an accommodation in order to perform the essential functions of their job should contact their supervisor and request such an accommodation. The selection of a reasonable accommodation will be done on a case-by-case basis after assessment of the job, the individual, and the essential job function(s) that the otherwise qualified individual is unable to successfully perform. This interactive process involves the JPA, the applicant, and often a physician as well.

The JPA is not required to grant any accommodation that poses an undue hardship on the JPA, which means an accommodation that is unduly costly, extensive, substantial, or disruptive, or one that would

fundamentally alter the nature or operation of the business. The JPA is not required to create a new position for a disabled applicant or employee.

2.2.2 No Discrimination

The JPA prohibits discrimination based on the following categories: race, color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship status, physical or mental disability (including pregnancy, childbirth), medical condition (including cancer and genetic characteristics, HIV or AIDS related conditions), genetic information, marital or domestic partner status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by state or federal law. As used in JPA policy, discrimination is defined as the unequal treatment of an employee or applicant in any aspect of employment, including discrimination based solely or in part on the existence of a protected category or activity. Discrimination includes unequal treatment based upon the employee or applicant's association with a member of these protected classes. Discrimination may include, but is not necessarily limited to: hostile or demeaning behavior towards applicants or employees because of their protected category; allowing the applicant's or employee's protected category to be a factor in hiring, promotion, compensation or other employment related decisions unless otherwise permitted by applicable law, and providing unwarranted assistance or withholding work-related assistance, cooperation, and/or information to applicants or employees because of their protected category.

2.2.3 No Retaliation

In addition, the JPA prohibits retaliation against a person who engages in activities protected under JPA policy. As used in JPA policy, retaliation is defined as any adverse employment action taken against an employee because the employee engaged in activity protected under JPA policy. Protected activities may include, but are not limited to, reporting or assisting in reporting suspected violations of JPA policy and/or cooperating in investigations or proceedings arising out of a violation of JPA policy. Adverse employment action is conduct or an action that materially affects the terms and conditions of the employee's employment status or is reasonably likely to deter the employee from engaging in a protected activity. Even actions that do not result in a direct loss of compensation may be regarded as an adverse employment action when considered in the totality of the circumstances.

Examples of retaliation under JPA policy include, but are not limited to: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusing to promote or consider for promotion because of reporting a violation of JPA policy; harassing another employee for filing a complaint; denying employment opportunities because of making a complaint or for cooperating in an investigation; changing someone's work assignments for identifying harassment or other forms of discrimination in the workplace; treating people differently such as denying an accommodation; or not talking to an employee when otherwise required by job duties, or otherwise excluding the employee from job-related activities because of engagement in activities protected under JPA policy.

2.3 No Harassment

The JPA is committed to providing a workplace free of harassment and abusive conduct. The JPA prohibits harassment or abusive conduct of any kind and will not tolerate harassment of employees by managers,

supervisors or co-workers; nor will the JPA tolerate harassment by its employees or non-employees with whom the JPA has a business, service, or professional relationship. The JPA shall also protect employees from harassment by non-employees in the workplace.

2.3.1 Harassment Generally

Prohibited harassment is generally defined as disrespectful or unprofessional conduct, including disrespectful or unprofessional conduct based on any of the following legally protected categories: race, color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship status, physical or mental disability (including pregnancy, childbirth), medical condition (including cancer and genetic characteristics, HIV or AIDS related conditions), genetic information, marital or domestic partner status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, and any other status protected by state or federal law.

Harassment can be verbal (such as slurs, jokes, insults, epithets, gestures, or teasing), visual (such as the posting or distribution of offensive posters, symbols, cartoons, drawings, computer displays, or emails), or physical conduct (such as physically threatening another person, blocking someone's way, making physical contact in an unwelcome manner, etc.).

2.3.2 Sexual Harassment

Sexual harassment is conduct of a sexual nature or on the basis of sex by any person in the workplace that unreasonably interferes with an employee's work performance and/or creates an intimidating, hostile or otherwise offensive working environment. Sexual harassment includes conduct based on sex or conduct of a sexual nature, and includes harassment based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity or gender expression. It may include all of the actions described above as harassment, as well as other unwelcome sex-based conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, or other verbal or physical conduct of a sexual nature such as graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations. Sexually harassing conduct need not be motivated by sexual desire and may include situations that began as reciprocal relationships, but that later cease to be reciprocal.

2.3.3 Verbal Harassment

Verbal harassment includes epithets, derogatory comments, slurs on the basis of race, religious creed, national origin, ancestry, disability, medical condition, marital status, sex, sexual orientation, or age. Verbal harassment also includes verbal sexual advances, repeated offensive sexual flirtations or propositions, and requests for sexual favors.

2.3.4 Physical Harassment

Physical harassment includes conduct such as unwanted touching, offensive or abusive contact, assault, impeding or blocking movement, physical interference with normal work or movement, and other misconduct.

2.3.5 Visual Harassment

Visual harassment includes derogatory posters, notices, bulletins, cartoons or drawings on the basis of race, religious creed, national origin, ancestry, disability, medical condition, marital status, sex, sexual orientation, or age. Leering, making sexual gestures, and displaying sexually suggestive objects or pictures may also constitute visual harassment.

2.3.6 Other Forms of Harassment.

The following other types of actions may also constitute harassment when:

- (1) submission to the conduct is an explicit or implicit condition of employment;
- (2) submission to or rejection of the conduct is used as a basis for any employment decision; or
- (3) when it causes unreasonable interference with work performance or an intimidating, hostile, or offensive working environment results.

2.4 No Abusive Conduct

The JPA is committed to providing a workplace free of abusive conduct.

2.4.1 Abusive Conduct Defined

Abusive conduct is conduct of employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to the JPA's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance.

2.5 Training

The JPA is committed to providing the training required by law. California law requires employers of 5 or more employees to provide 1 hour of sexual harassment and abusive conduct prevention training to non-managerial employees and 2 hours of sexual harassment and abusive conduct prevention training to managerial employees (i.e. Supervisors). Training should include the managerial employee's role in creating an underlying culture of mutual respect in the workplace. Specific components of the training will include how to promptly and effectively respond to sexual harassment when it occurs, the effects of abusive conduct in the workplace, and ways to appropriately intervene if one witnesses behavior that is not in keeping with JPA policy. The training must be provided by trainers who, in addition to the other requirements set forth in 2 CCR 11024, have the ability through training or experience to train supervisors on how to identify, investigate, report, and respond to unlawful harassment, discrimination, and retaliation in the workplace. The training must be repeated once every two years. The law requires the training to include harassment based on gender identity, gender expression, and sexual orientation and to include practical examples of such harassment and to be provided by trainers or educators with knowledge and expertise in those areas.

Under the Department of Fair Employment and Housing (“DFEH”) regulations, the definition of “employee” for training purposes includes full-time, part-time, and temporary employees, unpaid interns, unpaid volunteers, and persons providing services pursuant to a contract (independent contractors).

2.6 Employee Responsibilities

All employees (management or otherwise) are expected to assume responsibility for maintaining a work environment that is free from discrimination, retaliation, harassment or abusive conduct. Employees are encouraged to promptly report conduct that they believe violates JPA policy so that we have an opportunity to address and resolve any concerns. Employees with questions or concerns about any type of improper conduct should bring these issues to the attention of their immediate supervisor, or the Executive Director. Employees can raise concerns and make reports without fear of reprisal.

2.7 Reporting Procedures

Any employee or applicant who experiences or witnesses behavior that they believe violates the policies in this manual against discrimination, harassment, retaliation or abusive conduct is encouraged to immediately tell the offending individual that the behavior is inappropriate and, if they feel comfortable doing so, to tell the offending individual to stop the behavior. Any incident of discrimination, harassment, retaliation or abusive conduct should be reported promptly to the employee’s immediate supervisor or the Executive Director. Single instances of especially severe or egregious abusive conduct or more than one instance of abusive conduct by the same individual should be reported to the employee’s immediate supervisor or the Executive Director. A complaint may be brought forward verbally or in writing.

Supervisors who receive complaints or who observe improper conduct shall immediately take all actions required to ensure the conduct at issue is stopped and not repeated and report the matter to their supervisor or the Executive Director. Once an employee has initially reported an incident of improper harassment, discrimination or abusive conduct, he/she will be asked to provide details regarding the nature of the conduct (i.e. the time, date, place and manner) and the individual(s) involved in the harassment in writing and/or in an interview with the individual investigating the matter. In those incidents where a supervisor is the accused perpetrator of an incident of harassment, the complaint shall be filed with the Executive Director. If the Executive Director is the subject of a complaint or if an employee is not comfortable reporting an incident to JPA management, the complaint should be directed to the JPA’s Legal Counsel, Worden Williams LLP, at (858) 755-6604. The JPA’s Legal Counsel will assume the investigatory role.

2.8 Investigation

Every reported complaint of discrimination, retaliation, harassment or abusive conduct will be investigated fairly, thoroughly, and promptly, and in as confidential a manner as possible. The JPA is committed to responding to alleged violations of its policies in a timely and fair manner and to taking appropriate action aimed at ending the prohibited conduct. Normally, the supervisor to whom the complaint is made will investigate the complaint, subject to oversight of the Executive Director. However, investigations may also be conducted directly by the Executive Director, or qualified individuals employed or contracted by the JPA. In any event, the JPA will not tolerate retaliation against any employee for making a complaint or cooperating in an investigation under this Section.

To the extent possible, the JPA will endeavor to keep the reporting of the applicant or employee's concerns confidential; however, complete confidentiality cannot be guaranteed when it interferes with the JPA's ability to fulfill its obligations under JPA policy. All employees are required to cooperate fully with any investigation. This includes, but is not limited to, maintaining an appropriate level of discretion regarding the investigation and disclosing any and all information that may be pertinent to the investigation.

2.9 Disciplinary Action

Upon completion of an investigation, the JPA will take appropriate corrective action(s) up to and including formal discipline against any employee(s) when an investigation has found anyone engaging in any type of prohibited conduct. Engaging in prohibited conduct can result in disciplinary action up to and including termination. Disciplinary action will be taken in accordance with the process identified in Section 8 of this Employee Manual.

Should harassment of JPA employees be by non-employees, the JPA will take appropriate corrective action.

2.10 Governmental Administrative Remedies for Discrimination and Harassment

Discrimination, harassment and retaliation for opposing harassment or participating in investigations of harassment are illegal. In addition to notifying the JPA about discrimination, harassment or retaliation complaints, affected employees may also direct their complaints to the government agencies listed below.

California Department of Fair Employment and Housing
2218 Kausen Drive, Suite 100
Elk Grove, CA 95758
800-884-1684 (voice), 800-700-2320 (TTY) or California's Relay Service at 711 /
contact.center@dfeh.ca.gov
<https://www.dfeh.ca.gov>

U.S. Equal Employment Opportunity Commission
450 Golden Gate Avenue 5 West,
P.O. Box 36025
San Francisco, CA 94102-3661
1-800-669-4000 or 510-735-8909 (Deaf/hard-of-hearing callers only)
<http://www.eeoc.gov/employees>

Individuals who wish to pursue filing with these agencies should contact them directly to obtain further information about their processes and time limits. In general, the California Department of Fair Employment and Housing (DFEH), has the authority to conduct investigations of the facts. If the DFEH believes that a complaint is valid, and settlement efforts fail, the DFEH may seek an administrative hearing before the California Fair Employment and Housing Commission (FEHC) or file a lawsuit in court. Both the FEHC and the courts have the authority to award monetary and non-monetary relief in meritorious cases. Employees may contact the nearest DFEH office or the Equal Employment Opportunity Commission (EEOC) at the locations listed in the JPA's EEOC poster located in the JPA lunchroom, their respective websites or the state government listings in the local telephone directory. Additional information is also available on the internet at www.dfeh.ca.gov.

2.11 Drug/Alcohol Free Workplace

2.11.1 Purpose

In recognition of the JPA's responsibility to maintain a safe, healthful and productive work environment for each employee, and in recognition of each employee's responsibility to perform his/her services for the public as safely, effectively and efficiently as possible, the JPA and each employee commit that the work environment and the services performed shall not be adversely affected or impaired in any way by the use or presence of alcohol or drugs.

2.11.2 Drug/Alcohol Policy Statement

The JPA currently has the right and responsibility to eliminate any circumstance or activity which might impair or reduce an employee's ability to safely and effectively perform a JPA job.

It is the policy of the JPA that while an employee is on duty for the JPA, on JPA property, or using JPA equipment, that:

1. An employee's job performance or safety shall not be in any way impaired because he or she is under the influence of alcohol or a drug.
2. An employee shall not possess an open container of alcohol or consume or distribute alcohol.
3. An employee shall not possess, distribute or be under the influence of an illegal drug.
4. An employee shall not use marijuana.
5. Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform his/her job, or might affect the safety or well-being of others, must receive clearance from his/her physician before performing any work.

2.11.3 Violation of Drug/Alcohol Policy

Violation of JPA policy may result in:

1. Direction to participate in a rehabilitation/treatment program and/or direction to participate in and complete a drug or alcohol analysis testing process, and/or
2. A disciplinary action, up to and including termination.

2.11.4 Exceptions to Drug/Alcohol Policy

During special, infrequent occasions, consumption of alcoholic beverages may be allowed on JPA property or a JPA worksite or at a JPA function by guests or employees, but only upon specific prior authorization from the Executive Director.

An employee who resides on JPA property is excepted from the provisions of JPA policy for circumstances that would be considered appropriate or legal if his/her residence were on private property.

2.11.5 Alcohol and Drug Testing

Employees may be required to submit to a drug and alcohol test if reasonable suspicion exists that an employee is under the influence of drugs and/or alcohol in violation of JPA policy. Reasonable suspicion

shall be based upon objective factors related to the employee's appearance, conduct, speech, behavior, and/or other objective factors. Any employee who tests positive as the result of such a drug and/or alcohol test will be subject to discipline up to and including discharge.

2.11.6 Rehabilitation

The JPA will encourage and reasonably accommodate employees with alcohol or drug dependencies while employees are seeking treatment or rehabilitation. Employees desiring such assistance should request a leave of absence. However, all employees must continue to comply with the requirements set forth in JPA policy. Approved rehabilitation leave shall be unpaid, but employees may use accumulated sick or vacation leave during the leave of absence. The JPA is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug or alcohol use, nor is the JPA obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be given a second opportunity to seek treatment and/or rehabilitation. JPA Policy on treatment and rehabilitation is not intended to affect disciplinary treatment of employees who violate the requirements set forth in JPA policy. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency. In circumstances that include a violation of a JPA employment policy, rehabilitation may be denied and/or discipline imposed up to and including termination for violations of JPA Policy.

2.11.7 Drug/Alcohol Civil Convictions

As a condition of employment, employees must report any conviction for violations under a criminal drug statute occurring on or off JPA premises while employed by the JPA. A report of a conviction must be made within five days after the conviction; this includes convictions of driving under the influence of alcohol.

2.11.8 Employee Assistance Program

Employees who need help coping with drug and/or alcohol issues are encouraged to seek assistance through their respective health insurance plan or the Employee Assistance Program (EAP) provided by the JPA.

2.12 Medical Examinations

The JPA may require a medical examination, or drug or alcohol test, of an employee for any reasonable cause that is job related and in accordance with applicable state and federal laws. A physician selected by the JPA, at its sole expense, shall provide the medical examination. The scope of the medical examination shall be determined by the requirements for safe and effective performance of the employee's prospective duties.

2.12.1 Confidentiality

The results of all medical examinations will be confidential and will be maintained separately from the employee's personnel file.

2.12.2 Reasonable Accommodation

Reasonable accommodations will be extended to disabled employees in accordance with Section 2.2.1.

2.12.3 Independent Medical Exam

If, as the result of a JPA medical exam, it is determined that an employee has a disability that prevents performance of essential functions of his/her job with reasonable accommodation, and no vacant position exists for which the employee is qualified, the employee may submit an independent medical opinion regarding his/her ability to perform the essential functions of the job for consideration prior to final disqualification. Any cost incurred as a result of an independent medical opinion will be paid by the employee.

Section 3 - Office and Work Policies

3.1 Appearance

All employees are to be dressed in clean, neat attire at all times during work hours. Clothing should be appropriate to the duties being performed each day. Rangers will be in uniform while on duty in the field. Each Ranger will be provided with: 2 shirts, 1 pair each of shorts and pants and 1 pair of boots upon commencement of work, and each year thereafter on an as need basis, as the budget allows.

3.2 Personal Telephone Use

Employees are encouraged to keep all personal phone calls to a minimum. Personal calls should be made during break periods or lunch whenever possible. Fees for personal long distance or toll calls may be charged to the employee at the JPA's discretion. JPA policy also applies to cellular telephones. By California law, employees who use cellular phones while driving a JPA vehicle must use a hands-free system.

3.3 Mail

To the maximum extent possible, personal mail (including UPS, FED EX, etc.) should not be delivered to the JPA or JPA-operated facilities. All business-related mail shall be opened and date stamped, unless it is marked confidential, in which case it shall be delivered to the employee unopened. Mail including a reference to the JPA in the address that is opened but clearly personal will be forwarded to the employee.

3.4 Contact With Board Members

Communication with JPA Boardmembers, whether by phone or in writing, should be between the Executive Director and the Boardmember only. If you are responsible for a matter that requires communication with a Boardmember, please review the item with the Executive Director, and he or she will contact the Boardmember or authorize a staff member to make the communication. If a memo is to be written, draft it for signature by the Executive Director. An exception to JPA policy is scheduling, which is handled by the Office Manager directly. Conversations initiated by Boardmembers should be considered confidential and use of a Boardmember's name should never occur when discussing park issues with the public or other agencies.

3.5 Correspondence

The JPA office has an office procedure for all correspondence. The procedures are to be followed by all JPA employees. All outgoing correspondence/flyers etc. should be reviewed by the Executive Director or his or her designee before finalizing. A copy should be made of all outgoing correspondence and filed in the "Correspondence File". NOTE: All letters of comment on discretionary projects that have not been directed by the JPA Board must include the following advisory: "It should be noted that the comments contained in this letter are those solely of the River Park staff, based upon the staff's interpretation of the policies and programs adopted by the JPA Board. These comments have not, however, been reviewed, approved, nor endorsed by the JPA Board of Directors."

3.6 Implementation of Board Direction

Employees are to implement the policies of the JPA Board of Directors. Employees should be familiar with the adopted plans, policies and goals of the JPA. Employees should be careful not to discuss their personal views with the public if those views are not consistent with these plans, goals, policies and procedures.

3.7 Leave/Time-Off Form

A "Leave Form" is required to be filled out for a time off request and is provided as Attachment 3 in this Manual. The Office Manager will provide forms upon request. The completed form should be submitted to the supervisor of the employee for consideration as far in advance of the requested leave as is practical. In the case of a medical emergency, the employee, or his/her representative, should give verbal notice as soon as practical.

3.8 Master Calendar

It is the responsibility of each staff member to comply with all calendaring rules and procedures implemented by their supervisors, the Office Manager or Executive Director. Employees wishing to use the Conference Room for a meeting shall coordinate with the Office Manager.

3.9 Financial Disclosure

As required by law, JPA employees in a decision-making position must file an annual Financial Disclosure Statement, County Form 700.

3.10 Conflicts of Interest

JPA employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interests. Guidelines are described in the JPA's Conflict of Interest Code.

If a JPA employee has an ownership interest in any company or enterprise that does business with the JPA, the employee should disclose the nature of the ownership interest to their supervisor or the Executive Director, so as to avoid an actual or potential conflict of interest, or so that appropriate safeguards can be established to protect all parties. JPA employees who engage in employment outside of the JPA, as defined in Section 3.12 below, must disclose that employment to the JPA and get written confirmation that the outside employment does not constitute a conflict of interest.

3.11 Gifts

No JPA employee shall accept any significant gift (worth more than \$25) of any nature from any contractor and/or vendor who is in the process of furnishing labor, services, supplies or materials to the JPA, or from any applicant for any project site located within the JPA's planning area which may be considered for approval by one of the JPA's member agencies.

3.12 Outside Employment

JPA employees may engage in outside employment, subject to Section 3.10 above, and the restrictions contained in this Section, as long as the employee meets the performance standards of the JPA job. Employees will be judged by the same performance standards and will be subject to the JPA's scheduling

demands, regardless of any existing outside work requirements. Full-time JPA employees are required to provide advance notice to the Executive Director before accepting secondary employment. If the JPA determines that an employee's outside work interferes with his/her performance or ability to meet the requirements of the JPA as they are modified from time to time, the employee may be asked to terminate his/her outside employment if he/she wishes to remain employed by the JPA. Employees may not receive any income or material gain from individuals outside of the JPA for materials produced or services rendered while on duty or performing their jobs at the JPA.

Employees are expressly prohibited from engaging in outside employment that is incompatible with, inconsistent with, or in conflict with their JPA employment. Outside employment shall be expressly prohibited where (1) outside employment conflicts with JPA employees work schedule, duties, and/or responsibilities, (2) outside employment creates an actual conflict of interest, (3) outside employment interferes with JPA employees work performance, (4) outside employment involves conducting business of any type during the JPA employee's actual hours of work, (5) outside employment involves the use of JPA property including but not limited to the JPA premises, equipment, vehicles, supplies, electronic communications systems (i.e. telephones, computers, computer software, voice mail, e-mail) or (6) outside employment causes discredit to the JPA in any manner or directly conflicts with the goals and objectives of the JPA.

For purposes of this Section, outside employment also includes self-employment, including ownership in an entity that results in a violation of JPA policy. Employees who violate JPA policy will be subject to disciplinary action up to and including termination.

3.13 Use of JPA Property

JPA employees are to take care when using JPA equipment and furniture so as not to damage JPA property. JPA employees are to use JPA supplies carefully and economically. JPA employees are not to purchase new supplies or equipment unless a need can be demonstrated, and confirmation that there are budgeted funds available for the purchase. No employee may remove from JPA facilities any equipment or supplies, even surplus or salvage equipment, without the express written consent of the Executive Director. JPA property is public property held in trust for the benefit of the taxpayers and any unauthorized sale or other wrongful disposal thereof is in violation of the law.

3.14 Automobile Use

JPA vehicles are for work use only. The vehicles may be driven only by JPA employees who are authorized to do so, or volunteers authorized to drive the vehicle by the Executive Director. The JPA office has a procedure for use of the vehicles. The procedure is to be followed by all JPA employees.

1. When not in use, JPA vehicles are to be kept locked at the Sycamore Creek office or Coastal Ranger Station.
2. JPA vehicles are only to be used for JPA related activities.
3. An extra set of keys for each vehicle will be kept in the JPA office. When the vehicle is not being used, the key and gas credit card will be kept in a secure location at the office, and only JPA staff will be made aware of the location.

4. No “home garaging” permitted except with special permission from the Executive Director (examples would be when an early morning meeting is scheduled out of direction from the Sycamore Creek location or when duties are required at remote JPA properties).
5. Auto mileage and trip destinations must be filled out for each use. Use daily field logs (ranger staff) or the vehicle log locked in each vehicle.
6. Employees who need to use a JPA vehicle should coordinate with the employees who usually use it in order to ensure that it is available when needed.
7. All gas receipts are to be kept with the vehicle expense record books. They will be turned in to the office biweekly.
8. JPA vehicles will be driven only by JPA staff unless prior approval is obtained on a case by case basis from the Executive Director. Vehicle operators must have in their possession a current, valid California driver’s license. JPA employees and volunteers using park vehicles are also required to have a copy of their most recent, valid California driver’s license on file at the JPA office.
9. Before driving a vehicle or assigning it for use by a volunteer, JPA staff must verify the vehicle has a current registration card and certificate of insurance in the glove box.
10. The vehicle is not to be returned to the office at the end of the day with less than ¼ tank of gas.
11. JPA employees must drive the vehicle carefully and legally at all times. JPA employees who receive a ticket while driving the JPA vehicle are responsible for payment of the ticket.

3.15 Political Activities

Employees are not to participate in any political activity while on duty for the JPA, unless the JPA Board has taken formal action to support such political activity on the basis that it will further the goals and objectives of the San Dieguito River Valley Regional Open Space Park. On their own time, employees are free to participate in any political activity.

3.16 Open Flames in the Workplace

In the interest of safety of JPA employees and facilities, candles, incense, and other items designed to burn are prohibited in all offices. A standing exception of this shall be any work station where flames or other heat sources must be used to conduct tasks within established safety guidelines.

3.17 Tobacco in the Workplace

In order to provide JPA employees with a safe and healthful work environment, tobacco use is not permitted in any JPA structure or building or in any outdoor work areas. This applies to any type of tobacco (including smokeless tobacco such as chewing tobacco and e-cigarettes). Tobacco use is also prohibited in JPA vehicles at all times.

3.18 Personnel Files

The JPA maintains a personnel file for each regular employee in JPA service. Information contained in the personnel file is the permanent property of the JPA and shall be maintained in a confidential manner. Employees have a right to inspect or receive a copy of the personnel records that the JPA maintains relating to their performance or to any grievance concerning the employee. Certain documents may be excluded or redacted from a personnel file by law, and there are legal limitations on the number of requests that can be made.

Certain employee records contain information that is confidential and/or sensitive and shall be handled with discretion. Such records, as enumerated below, may be kept in a separate confidential file:

- Medical records
- EEO records
- I-9 (immigration) forms
- Background/reference checks
- Benefits records
- Discrimination complaints to local, state or federal agency (whistle blowing, etc.)
- Investigation of possible criminal offenses and security files
- Notices of garnishment
- Workers' Compensation claims

All other documents pertaining to JPA employment, such as work history, performance evaluations, and compensation information, will be maintained in a basic personnel file.

Each employee has the responsibility to keep personal data up-to-date and must notify the JPA of a change in current address, telephone number and person(s) to notify in case of emergency.

3.19 Information and Communication Systems and Equipment

Information and communication systems and equipment (JPA Systems) are JPA property and include, without limitation, telecommunication equipment, telephones, radios, facsimile machines, copiers, personal communication devices, computers, internet connections and accounts, computer network equipment, communications software, electronic mail systems, information software, and related peripheral software and hardware. Personal cellular telephones and home computers are not JPA equipment. However, when used for JPA business they are subject to the same rules that apply to JPA Systems.

3.19.1 JPA Systems Are for JPA Business

JPA Systems have been established for the purpose of conducting JPA related business. All JPA provided electronic media resources, including e-mail systems, internet access, tablets, cell phones and voicemail, etc. are intended to be used primarily for business purposes. Any personal use must be of an incidental nature, and not interfere with business activities. Only those JPA employees who are authorized to use JPA Systems may do so. Any unauthorized use of these systems, including unauthorized use of JPA computer equipment, is expressly prohibited and may result in disciplinary action, up to and including termination.

Subject to authorization of an employee's supervisor, limited use of JPA Systems for personal reasons during breaks or other non-work time may be permitted. However, such use is subject to the terms and conditions of JPA policy and may be terminated at any time. Further, personal use of any JPA Systems which violates the terms and conditions of JPA policy or interferes with an employee's work performance shall not be tolerated and may result in disciplinary action.

Employees should take reasonable care to prevent introduction or spread of computer viruses into or through JPA communication and information systems and equipment.

3.19.2 Public Records Notice

Information stored in JPA Systems, including emails, email attachments, and voicemail messages, may become public records subject to disclosure under the California Public Records Act (PRA). The PRA requires disclosure of public records, except in limited circumstances. Because emails, email attachments, and potentially voicemails and other records of communications using JPA's information systems can be considered public records, the JPA may have a legal duty to disclose the information. In addition, information related to the conduct of JPA business that is stored on personal cellular telephones may be considered a public record subject to disclosure under the PRA or other legal authority.

3.19.3 No Right to Privacy

There is no individual right to privacy relative to use of JPA Systems, including use of internet systems. The JPA may conduct random monitoring, inspections, and access communications to ensure that use complies with JPA policy. The JPA retains a copy of all passwords; passwords unknown to the JPA may not be used. System security features, including passwords and message-delete functions, do not neutralize the JPA's ability to access employee communications at any time. Employees should have no expectation that any internet use or communication conducted using JPA systems are exempt from monitoring or access by the JPA when the JPA determines there is a business need for such access.

JPA electronic communications are considered part of JPA's business records and may be subject to disclosure to third parties for use in litigation and/or subject to disclosure under a Public Records Request. As such, electronic communications should be appropriately archived or disposed of in accordance with the JPA's record retention policy.

Employees retain a right of privacy with regard to their personal cellular phone, home computers, or other personal communication devices. However, this right of privacy does not extend to information stored on personal devices that concerns JPA business.

Under special circumstances the Executive Director may notify all users to retain documents that concern a matter that is subject to actual or potential litigation.

3.19.4 Protection of Confidential, Privileged or Sensitive Information

It is not possible to guarantee the security of electronic communications either within or outside of the JPA. Therefore, care should be exercised when sending sensitive, privileged or confidential information electronically. Employees shall not make the JPA network resources available, through any means, to

individuals or agencies outside the network. Acts that may compromise the security of the network, including revealing usernames, passwords, or IP addresses, are strictly prohibited.

Communications between the JPA and its attorneys are presumed to be confidential unless the General Counsel and/or Executive Director advise otherwise. Any communication sent to or received from the offices of the General Counsel or any other law firm, attorney, legal assistant, or paralegal representing the JPA should not be forwarded or copied for use by another without first consulting the General Counsel, except that such communications may be forwarded within a department to JPA employees performing delegated functions with regard to the subject matter of the communication. The General Counsel should be provided a copy of all communications to a law firm, attorney, legal assistant, or paralegal representing the JPA.

Most communications between JPA employees are not confidential and could be subject to public disclosure. Further, communications between JPA employees and third parties who are not employed by the JPA are generally not considered confidential. However, many internal communications, including communications between the JPA and its consultants, may contain confidential information or otherwise be exempt from disclosure. If there is any question regarding the confidentiality of a communication, employees should consult with their supervisor or the Executive Director.

Systems users shall treat as confidential all information that could be considered personal (such as personnel records or medical information) or private (such as proprietary or financial information received from a third party). Systems users who possess confidential or potentially confidential information shall take reasonable steps to protect the confidentiality of the information and minimize the likelihood of inadvertent transmission of the information outside the JPA or to unintended, unauthorized recipients within the JPA.

3.19.5 General Usage

It is important for employees to compose electronic communications in the same businesslike manner in which they would compose any other written communication or memoranda. Information communicated using JPA Systems should professionally represent the JPA and shall not include disruptive, derogatory, defamatory, offensive, obscene, or harassing messages. Using JPA information systems to receive, store, or distribute obscene, pornographic, defamatory, harassing, or offensive material is prohibited.

All use of JPA Systems is subject to JPA's right, but not duty, to monitor, inspect, and access communications to assure that use complies with JPA policy. Further, the JPA has the right to disclose, as permitted or required by applicable law, any communications, or copies of communications, stored for any period of time in or by the JPA Systems.

3.19.6 Electronic Mail/Voicemail

E-mails that concern JPA business shall be deleted and stored in accordance with the JPA's Records Retention Policy. It is the responsibility of each user to determine if an email message is an official record of the JPA and is covered by the JPA's records retention schedule. If a user has questions about whether the document should be retained, the user should consult his/her supervisor or the Executive Director.

If an employee needs to maintain any email as a permanent record, the email should be printed and stored with other printed material in the appropriate file, or archived in an appropriate electronic file. After the

email is printed or archived, the electronic document in the email system should be deleted immediately from the inbox, sent box, or deleted box.

Employees should make sure that emails are not inadvertently sent to the wrong person, especially when using a distribution list or replying to a group message. When relying on a distribution list, employees shall make sure the list is up-to-date and that every member is an appropriate recipient of their email.

Systems users should exercise caution in sending confidential information on the email system. Email is much easier than printed documents to forward or accidentally send to an unintended recipient. If employees need to send confidential information, they should consider using another method of communication that would be more secure than email. Confidential information should not be sent or forwarded to individuals or entities not authorized to receive that information, and should not be sent or forwarded to other JPA employees not directly involved with the specific matter. Confidential information of the JPA may be stored on JPA Systems only.

3.19.7 Network Security

Employees should take reasonable care to prevent introduction or spread of computer viruses into or through JPA communication and information systems and equipment.

Attempts by employees to disable, defeat, or circumvent any JPA security feature, regardless of the success or failure of the attempts; to decrypt the JPA operating system, network, application, and/or remote system passwords; the copying of JPA network security, operating system security, or configuration files; and any attempt to secure a higher level of privilege on any JPA network or system are prohibited. Any intentional attempt(s) to infiltrate, sabotage, disrupt, disable, or “crash” any network, system, or program is prohibited.

Using JPA Systems to gain or attempt to gain unauthorized access to other communication systems (hacking), and using JPA Systems in order to circumvent the physical or security limitations of another system are prohibited.

The willful introduction of computer “viruses,” “worms,” “Trojan horses,” “trapdoor code,” “denial-of-service attacks,” “spyware” or other disruptive and/or destructive programs into the JPA computer systems or network is prohibited. Employees shall not download, upload, open, or use any file, program, or email attachment from a source other than the JPA until it has been scanned with an anti-virus utility.

3.19.8 Internet Guidelines—Employee Access

Employees shall not upload any software or data licensed to or owned by the JPA without written approval from JPA Management. Employee use of JPA-provided Internet access for conducting private enterprise or for business purposes unrelated to the JPA is prohibited. Subject to the restrictions of JPA policy, appropriate incidental use of JPA-provided Internet access by employees for the purpose of personal entertainment or research is allowed only during regular employee breaks and mealtimes. The use of the JPA network or Internet access to copy third-party software, files, or graphics in violation of license or copyright laws governing such materials is prohibited.

3.19.9 Mobile/Cell Phones

Use of cellular telephones for JPA purposes (both personal and JPA owned) should be limited, to the extent possible, to calls and communications that are not stored on the phone. Use of texts should be limited to short, non-substantive communications that are not intended as a public record, such as communications to confirm a meeting, time of arrival or obtain directions.

At no time will a JPA employee use a cell phone for calls without the use of a headset or other hands free equipment while operating a vehicle. Employees shall not read or text while driving. Each user will be held accountable for his/her own actions when using a cell phone. Personal use of cell phones should be limited to break periods only, except for emergencies.

3.19.10 No Harassment and/or Discriminatory Communications

The JPA Policies governing discrimination and harassment applies to use of JPA Systems and equipment.

3.20 Nondisclosure of Confidential Information

During the course of employment at the JPA, employees may have access to certain confidential information, including legal information, business records, business systems, future plans and other information that the JPA considers confidential. Maintaining this confidentiality is important to JPA. Employees must exercise caution and discretion in regard to keeping information confidential about JPA's business and employees. Disclosure of confidential information to other persons who do not have a right to know or who are not authorized to receive such information may result in disciplinary action.

3.21 Handling Inquiries from Outside Sources

From time to time, news media or the general public may contact the JPA with requests for information. All inquiries concerning JPA operations and/or policies should be referred to the Executive Director or his/her designate. All inquiries regarding former or current JPA employees should be referred to the Executive Director or Office Manager.

3.22 Workplace Security and Violence Prevention

The JPA is committed to providing a work environment that is secure and free of threats of violence. Employees are required to report:

- A. Any suspicious or unauthorized persons on or near the JPA premises.
- B. Threatening communications including mail, phone calls, electronic communications and faxes, and verbal remarks.
- C. Other acts by or against employees including harassment, intimidation, stalking, or invasion of privacy.

All incidents of workplace threats should be referred to the employee's supervisor, management or the Executive Director.

For purpose of safety and welfare of the employees, access to certain JPA facilities is restricted to those with proper authorization. Keys to the facilities, gate codes, building codes and all safes, drawers, file

cabinets, etc., shall be under the control of the authorized employee. Any loss or breach of security must be reported to a supervisor, or the Executive Director immediately.

3.23 Search and Inspection

The JPA reserves the right to conduct searches and inspections of any property on the JPA premises. Employees who are found to be in possession of materials in violation of the Employee Manual or other JPA policies, or who are in possession of JPA property without authorization by a JPA supervisor, shall be subject to disciplinary action, up to and including termination.

3.24 Workers' Compensation

The JPA Office Manager serves as JPA's liaison for JPA's workers' compensation issues (i.e., work-related injury). Questions regarding worker's compensation procedures should be referred to the Office Manager.

If an employee is injured or becomes ill as a result of their employment, they must report the injury to their supervisor as soon as possible. The JPA will provide the injured employee a Workers' Compensation Claim Form (DWC 1) & Notice of Potential Eligibility form to describe how, when, and where the injury or illness occurred.

The JPA is responsible for arranging treatment with the JPA's selected physician or medical facility within the Medical Provider Network (MPN), or with the employee's pre-designated personal physician or medical group. The Guide to Workers' Compensation for New State of California Employees includes a pre-designation form. The employee must have provided the department written notification of the name of the physician or medical group prior to the date of injury and the physician must have indicated a willingness to provide treatment in the event of an industrial injury or illness.

It is important to inform the treating physician that the employee's injury or illness is (or may be) work related.

Section 4 - Probationary Period, Salaries, Promotions and Performance Reviews

4.1 Probationary Period

The length of the probationary period for all JPA employees (including original hire and promotions) is 6 months of actual service from the date of employment or promotion at the JPA. A probationary period may be extended at the Executive Director's discretion. The probationary period is utilized to determine an employee's ability to satisfactorily perform the duties prescribed for the position held and to determine the employee's ability to work with other employees. An employee's probationary period may also include written conditions that must be satisfied during the probationary period. An employee may be removed from a position at any time during the probationary period without cause and without the right of appeal.

4.2 Salary Increases and Promotions

Each JPA employment position has an adopted salary range. Employees are hired at an appropriate step in that range consistent with their experience and qualifications. Subsequent pay increases are dependent upon two things: if the JPA's annual adopted budget approved funds for a salary increase; and if your supervisor recommends an increase.

A merit increase, in addition to cost of living increase, can be approved by the Executive Director as part of an annual performance evaluation.

Current employees will be considered for promotion to a higher position when a vacancy occurs. Employees who meet minimum position qualifications may be given an opportunity to apply for such vacancies. However, the JPA is not obligated to promote a current employee, and the Executive Director may elect to fill a vacant position with someone other than a current employee.

4.3 Employee Performance Evaluations

All employees serving a probationary period shall have their performance evaluated, in writing, prior to the conclusion of their probationary period. Thereafter, all JPA employees shall have their performance evaluated by their immediate supervisor at least once every twelve (12) months. The Executive Director shall conduct performance review of employees over which the Executive Director has direct supervisory responsibility, and shall review and approve all performance evaluations prepared by supervisors. Performance reviews are also prepared whenever a supervisor feels there has been a major change in the employee's performance, or if he/she is promoted, demoted, reclassified, transferred or terminated.

The Employee Evaluation Form used by the JPA is included in this Employee Manual under forms, Attachment 1: Employee Performance Appraisal Report. New employees should review it promptly to understand the categories and standards by which their performance will be evaluated.

Written performance evaluations are prepared by the employee's immediate supervisor. Upon completion of the review form, a performance review meeting is held between the employee and the supervisor to discuss the employee's performance. During the meeting, the supervisor will review the employee's performance in a number of categories. Employees are encouraged to ask questions and

discuss their professional development, job and career goals during this meeting, and what they would like to achieve during the coming year.

The employee has five working days from the date of a performance review meeting to respond to the evaluation in writing and explain why they feel any changes should be made. Considering this input, the supervisor will then complete the final evaluation. The employee's written response shall become part of their personnel file.

A copy of the performance evaluation will be provided to the employee. The final evaluation will be a factor used to determine if the employee should receive a pay increase or promotion. If the evaluation shows that improvement is needed, the supervisor will prepare a list of clear objectives, which, if achieved, will bring the employee's subsequent evaluation to satisfactory or above. Performance reviews become a permanent part of the employee's personnel record.

4.4 Evaluation of the Executive Director

The evaluation of the Executive Director will be conducted by a sub-committee of the Board of Directors at the time of annual budget preparation, usually between January and March of each year. The evaluation can take any form that the sub-committee chooses, including verbal or written. The evaluation will be shared with the full Board at a subsequent Board meeting under closed session. The findings, as appropriate, will be reported following the closed session.

Section 5 - Hours of Work, Overtime and Payday

5.1 Normal Hours of Work

The following provisions are intended to define the normal hours of work.

5.1.1 Exempt Versus Nonexempt Employees

The rules for hours worked and overtime pay differ based upon whether an employee is considered “nonexempt” or “exempt” from overtime requirements under the federal Fair Labor Standards Act (FLSA). With the exception of some management level positions, all JPA employees are nonexempt and receive overtime-premium pay in accordance with applicable federal and state regulations.

5.1.2 Workday

The workday is eight hours of work in a twenty-four consecutive hour period, except in cases of emergencies. Employees not specifically exempt from the provisions of the Fair Labor Standards Act are expected to be at their work station, ready to begin work, at the beginning of their assigned shift. If they expect to be absent or tardy on any given day, employees shall notify their supervisor as early as possible, but no later than thirty minutes before the beginning of their workday/shift.

5.1.3 Work shift

A work shift is defined as the hours of work assigned on a daily basis. Employees shall be scheduled to work on regular work shifts having regular starting and quitting times. Except for emergencies, employees' work shifts shall not be changed without forty-eight hours' prior notice to the employee. Call-out or overtime does not constitute a change in the work shift. The Executive Director retains authority to make changes to employee work shifts based on the needs of the JPA.

5.1.4 Fair Labor Standards Act (FLSA) Compliance: Workweek

For purposes of calculating overtime and complying with the FLSA, the JPA's workweek is defined as 12:01 p.m. Friday through 12:00 p.m. on the following Friday.

The JPA workweek is distinct from the JPA payroll period and JPA payday.

5.1.5 Alternative Work Schedules

The Executive Director retains authority to authorize alternative work schedules and to make changes to these schedules based on the needs of the JPA.

5.2 Meal and Rest Periods

All nonexempt employees will be provided a duty-free, unpaid meal period of a minimum of 30 minutes each day they work more than five hours, except that if the total work period per day is no more than six hours, the meal period may be waived by mutual consent of the JPA and the employee. Supervisors may schedule meal periods according to operational needs. However, employees must commence the meal

period before completing the fifth hour of work. A second meal period of not less than 30 minutes is also required whenever an employee works more than ten hours in a workday. Employees must commence the second meal period before completing the tenth hour of work. Employees are free to leave the premises during meal periods.

All nonexempt employees are authorized, permitted, and strongly encouraged to take a ten-minute rest period for every four hours worked or major fraction thereof. Ordinarily, this amounts to two ten-minute rest periods per eight-hour workday. Supervisors may schedule rest periods according to operational needs. However, the first rest period should be taken roughly in the middle of the four-hour work period prior to lunch, and the second rest period should be taken roughly in the middle of the four-hour work period following lunch, when practicable. Employees do not need to record the times of these rest periods and will be paid for the time spent on rest periods.

During meal periods and rest periods, employees may not work at all and are excused from all duties. Employees may not join together required meal or rest periods in order to take a longer break. Also, employees may not miss a required meal or rest period in order to start work later or leave work earlier.

In the rare event that an employee cannot take a meal or rest period, or is unable to take a full meal or rest period pursuant to JPA policy, the employee must notify his/her supervisor as soon as possible.

5.3 Lactation Accommodation

The JPA supports the legal right and necessity of employees to have a private place in the workplace for lactation. The JPA expects employees and management to have a positive and supportive attitude toward employees who need to express milk for an infant child during the work day.

5.3.1 Time to Express Milk

Employees are entitled to a reasonable amount of break time for lactation. If possible, lactation breaks shall run concurrently with the employee's regular break times. When necessary, lactation breaks may extend beyond the normal break times or be taken at different times altogether, but such additional break time periods shall be unpaid, except where an employee elects to utilize accumulated Vacation or Sick Leave to cover the additional time. The frequency of periods needed for the purpose of lactation on a daily basis, as well as duration of each individual period, will likely vary for each employee.

5.3.2 Lactation Spaces

The JPA will provide an appropriate, clean, private space for employees to express milk. The private space provided must have the ability to be locked, be shielded from view, and free from intrusion from co-workers and/or the public. If the space is used for multiple purposes, the purpose of lactation will take precedence over other uses. The JPA will make reasonable efforts to find a location in close proximity to the employee's work area. The space must be equipped with an electrical outlet, sufficient surface space, comfortable seating and be in close proximity to a water supply and a refrigerator or other suitable cooling device. The location may be the place where the lactating employee normally works if there is adequate privacy and meets the other above requirements. Restrooms are prohibited from being utilized for lactation purposes.

In limited circumstances the JPA may seek an exemption from all lactation room requirements based upon significant difficulty or expense, but shall still make reasonable efforts to provide a place for an employee to express milk in private.

5.3.3 Procedures

To request reasonable accommodations for lactation, affected employees shall advise their supervisor of their request either verbally or in writing, ideally prior to taking leave, or upon returning to work. The timing, duration and frequency of lactation breaks shall be based upon the employee's personal circumstances, subject to oversight by her supervisor. The employee shall be responsible for documenting the lactation break time that is in addition to the employee's normal break periods.

Employees have the right to file a complaint with the Labor Commissioner for any violation of rights provided under Chapter 3.8 of the California Labor Code regarding lactation accommodations.

5.4 Emergency Assignments

Nothing herein shall be construed to limit or restrict the authority of the JPA to make temporary assignments to different or additional locations, shifts, or duties for the purpose of meeting the needs of the JPA during an emergency. For purposes of this provision, emergency shall mean an unanticipated circumstance that requires an immediate response. Such emergency assignments shall not extend beyond the period of the emergency.

5.5 Overtime

The JPA has the right to require the performance of overtime work. All nonexempt employees who are eligible for overtime shall receive overtime pay in accordance with applicable state and federal regulations. Overtime pay will be calculated at one and one-half times their base rate of pay in accordance with the Fair Labor Standards Act (FLSA) and California Labor Laws for all hours worked in excess of their regularly scheduled daily hours. Overtime hours shall be paid to the nearest quarter-hour of time worked. For purposes of calculating overtime, the JPA's workweek begins on Friday at 12:01 p.m. and ends on the following Friday at 12:00 p.m.

Paid leave such as sick leave, vacation and official JPA holidays shall be considered as time worked for purposes of computing overtime eligibility.

Overtime must be authorized by the employee's supervisor prior to being worked using the Overtime Approval and Comp Time Agreement Form - Attachment 2 to this Manual. Employees who repeatedly work overtime without authorization may be subject to discipline.

5.6 Comp Time In Lieu of Overtime

In lieu of paid overtime, an employee may receive compensatory time off at the rate of one and one-half hours for each hour of overtime worked (Comp Time) subject to following conditions:

- a. Prior to performance of the overtime work, the employee and their supervisor complete and sign an Overtime Approval and Comp Time Agreement (Attachment 2).

- b. Completed Comp Time Agreements shall be delivered to the Office Manager.
- c. Comp Time shall only be allowed for those dates covered by an Overtime Approval and Comp Time Agreement – Attachment 2.
- d. Comp Time shall not be allowed if an Employee has accrued more than 24 hours of Comp Time.
- e. Use of Comp Time must be approved by a supervisor and shall be subject to the same rules that apply to vacation time.

5.7 Mileage Reimbursement

Employees may be eligible for mileage reimbursement if they use their own vehicles for JPA business after receiving permission from their supervisor. Employees who begin or end their workday at a location other than their normal work site will be reimbursed only for the mileage in excess of their normal commute miles.

Employees who use their own vehicles for JPA business shall be reimbursed at the prevailing IRS standard business mileage rate in effect at the time the mileage occurred.

5.8 Payment of Wages

Paychecks are distributed every other Friday, one week in arrears of the pay period in which it was earned. Employees must notify the JPA immediately if they believe illegal deductions have been made from their salaries. Payroll checks may be directly deposited into the bank account selected by the employee, and all employees are encouraged to use this option for office efficiency. The County has a deferred compensation plan in which JPA employees may elect to participate.

Section 6 - Holidays and Vacation

6.1 Holidays

JPA employees receive eleven (11) paid holidays each year, based on the holiday schedule adopted by the County of San Diego. Part-time employees are paid for the holiday on a pro-rata basis. Because JPA facilities are generally open to the public seven days a week and on holidays, JPA rangers are required to work on holidays pursuant to a rotating holiday work schedule. Other employees may be required to work on holidays if there is a special JPA event. If an employee must work on a holiday, he/she will take another day off instead. If an employee's regular work schedule is such that he/she is regularly off on the day that is a paid holiday, then that employee will take another day off in compensation. Each permanent employee also receives two (2) floating holidays per year. Non-management employees receive one (1) day for their birthday and one (1) day added at the beginning of the new Fiscal Year – July 1st. Management employees receive one (1) day added July 10th and one (1) day in lieu of Columbus Day in October. These floating holiday hours will appear on employee pay-stubs in the category “County Comp Time Off” and should be used before official vacation is used. Floating holiday hours may be accrued as vacation from year to year if not used.

6.2 Vacation Time

6.2.1 Vacation Accrual

Vacation leave accrues each pay period at a rate that varies upon the employee's length of service. Each employee's pay stub shows the amount of vacation hours which are available. Only permanent employees working over 20 hours a week receive paid vacation leave. Generally, each employee receives two weeks of paid vacation each year following one full year of employment. Although vacation accrual occurs during the first year of employment it is not recorded on pay stubs for the first year of employment because vacation leave cannot be used until the first anniversary date of employment. Accrual of vacation hours is limited to a maximum of 270 hours. Once an employee reaches the maximum, further accrual of vacation time is suspended until the employee has reduced their vacation time below the limit. Vacation requests must be submitted to the employee's supervisor. Every effort will be made to accommodate an employee's plans, but if another key employee requested time off in the same period, or if a deadline is approaching on a major project for which the employee is responsible, or other business related need requires the employee's presence, the supervisor may not be able to approve the employee's request.

6.2.2 Vacation Pay

Vacation time shall be paid at the base hourly rate of pay of the employee at the time the employee is on vacation leave. Employees who terminate their employment for any reason will be paid for any accrued, unused vacation time in accordance with JPA policy. Upon termination, vacation time is paid at the employee's final base hourly rate of pay at the time of the employee's separation.

Section 7 - Leaves of Absense

7.1 Sick Leave

All employees that work 30 days or more for the JPA per year are entitled to receive paid sick leave. Accrual starts on first day of employment. Each employee's pay stub shows the amount of sick leave hours which are available. Sick leave is not available for use until it has accrued sufficiently.

Paid sick leave, to the extent that it has accrued, shall be granted to all eligible employees for the following reasons: a) personal illness or physical incapacity, the diagnosis, care or treatment of an existing health condition or preventative care for the employee or the employee's family member; b) enforced quarantine of the employee in accordance with community health regulations; c) medical and dental appointments; d) illness or physical incapacity in the employee's family, which requires the employee's personal attention.

Pay for sick leave for the foregoing reasons shall be to the extent that the compensation is not payable under the terms of the Workers Compensation Insurance Act of the State of California, or by any insurance coverage provided to the employee by the JPA at its cost.

Sick leave accrues at the rate of 5 percent of non-overtime hours worked per pay period for regular and probationary employees with unlimited accrual (generally 104 hours/13 days, per year for regular full-time employees). Accumulated sick leave is not paid upon termination; however, it can be rolled over into time worked, pursuant to regulations of the County Employees Retirement Board.

The Executive Director may require a doctor's report or proof of illness for any sick leave requested. A doctor's report may also be required if an employee is absent due to sickness for three or more days. Abuse of sick leave privileges may result in disciplinary action or dismissal.

Here are the procedures that should be followed when someone has to call in sick:

- 1 Call and/or leave a message for the Office Manager. Also, call your direct supervisor and/or co-worker who would be expecting to work with you that day.
- 2 Leave a message on your voicemail that you are out for the day (and an indication how the caller can reach someone else for assistance).
- 3 Check your voicemail in the beginning of the day to see if someone left you a message for something that needed to be done that day, assuming you would be there. If so, please make arrangements to handle the task (e.g., pass it on to a co-worker or supervisor).
- 4 Be sure to cancel any appointments you have for that day.

7.2 Authorized Administrative Leave

The Executive Director may place any JPA employee on paid or unpaid Administrative Leave as a result of a safety violation and/or pre-disciplinary investigation.

7.3 Bereavement Leave

This leave of absence is available for the purpose of bereavement, and for the arranging of and attendance at, the funeral or memorial service of an immediate family member. For the purposes of this Section "Immediate family" shall be defined as: a current spouse, domestic partner, parent, grandparent, foster-parent, stepparent, father-in-law, mother-in-law, child, stepchild, foster child, grandchild, brother, sister, brother-in-law, or sister-in-law.

A supervisor or Executive Director must verbally approve a request for bereavement leave time off in advance. The request and approval must be documented in writing. The employee may be required to submit proof of a relative's death before final approval of leave with pay is granted.

Employees may be authorized up to three workdays' absence with pay if one-way travel is 500 miles or less. If travel is more than 500 miles one-way, or the destination is difficult to reach (i.e., due to weather conditions, remoteness etc.), up to five workdays' absence with pay may be authorized. The amount of time allotted is at the sole discretion of the JPA.

Bereavement leave shall only be paid for regularly scheduled workdays. Employees will be paid for hours they would normally work at their current base hourly rate of pay. With the consent of the Executive Director, accrued sick, accrued vacation, administrative leave or floating holiday leave may be used to augment and extend the authorized bereavement leave.

Bereavement leave shall not be included when calculating overtime compensation.

7.4 Jury Duty

An employee shall be granted leave with pay for actual time spent on mandatory jury duty. Pay for the jury duty service shall not exceed the employee's regularly scheduled number of work hours.

The employee shall deposit any fees paid by the court, exclusive of mileage, with the JPA. A copy of the time card from the court must also be provided to the JPA. The employee shall report for work during the employee's regularly scheduled work shift any time that the employee is relieved from jury duty. If an employee is required to spend six (6) or more hours at jury duty during any single day, he/she is excused from the remainder of his/her normal JPA workday shift.

No compensation will be paid by the JPA for jury duty served on an employee's regularly scheduled day off.

The employee shall submit, upon receipt, the summons for jury duty to his or her supervisor, who shall forward a copy to the Office Manager. The employee shall receive a leave confirmation letter, including a summary of instructions, from the Office Manager Department prior to the first day of jury duty.

7.5 Military Leave

Military leaves of absence will be granted for a period of up to five years consistent with state and federal law. In order to be eligible, employees must submit written verification from the appropriate military authority. Recognized military service shall mean active military service or military reserve duty by a

person in the armed services, to include the National Guard, during a state of national security emergency, a militia emergency, or to combat terrorism.

The employee shall submit, upon receipt, the active duty orders to his/her supervisor, who shall forward a copy to the Office Manager. The employee shall receive a leave confirmation letter from the Office Manager prior to the first day of military leave.

An employee who has successfully completed a 6-month probationary period at the JPA and who is called to active military duty or military reserve duty shall be eligible for leave with partial pay for 30 calendar days each fiscal year. The JPA will provide temporary partial pay equal to the difference between the amount of the employee's base pay, excluding overtime, and the employee's military pay. After 30 calendar days, the employee will be placed on an unpaid military leave of absence.

Health insurance and leave accrual benefits will continue for the employee and family, with the employee continuing to pay his/her respective portion (if any) of the benefit programs during his/her military leave of absence. For purposes of determining length of service to the JPA, all of an employee's service in the recognized military service shall be counted as service with the JPA.

The JPA will reinstate employees returning from military leave to their same position or one of comparable seniority, status and pay if they meet the following three conditions:

- Have a certificate of satisfactory completion of service;
- Apply within 90 days after release from active duty or within such extended period, if any, as their rights are protected by law; and
- Are qualified or able to become re-qualified with reasonable efforts to fill their former position.

Exceptions to JPA policy may be made whenever necessary to comply with unforeseen circumstances in compliance with applicable federal and state laws and policies.

7.6 Personal Leave of Absence

All full-time and part-time employees are eligible to request a personal leave of absence. A personal leave of absence may be granted, in the JPA's sole discretion, for a reasonable period of time, which shall generally not exceed 12 weeks. Personal leaves are entirely discretionary, and shall only be given where it is determined that granting the leave will not unduly interfere with the JPA's operations.

Any accrued vacation or administrative leave may be used during the personal leave of absence. However, the use of such vacation or administrative leave will not extend the length of the personal leave (i.e., time covered by vacation or administrative leave will be counted as part of the personal leave).

The Executive Director shall, in his or her sole discretion, decide whether or not to grant a personal leave of absence in any given case. The Executive Director's decision shall be final. The personal leave of absence shall be without pay (unless accrued vacation or administrative leave is used for part of the leave). No benefits shall accrue during unpaid leave. Available sick and vacation balances shall be calculated as of the preceding pay period. Sick and vacation leave accruals will stop immediately upon entering personal leave without pay status. If personal leave without pay is less than one full month for the employee, to the extent permitted by JPA's insurance carrier, the employee may maintain health, dental, vision, life

and disability benefits during the remainder of the personal leave of absence by paying the premiums to the JPA for such coverage prior to commencement of the leave. For leaves of longer than one month, premiums shall be paid no later than the 15th of the month prior to the month being covered. If premiums have not been received by the deadline, coverage shall be terminated for all unpaid months and continuation or reinstatement of coverage must be made in accordance with Consolidated Omnibus Budget Reconciliation Act (COBRA) guidelines. If an employee wishes to continue coverage, the employee must pay all employer-paid and employee-paid premiums for the duration of the personal leave of absence.

Any employee desiring a personal leave of absence must submit a written request using JPA's Leave Form along with any supporting documentation that would improve the chances that the request would be granted. The request should be submitted to the employee's supervisor before being forwarded to the Executive Director for approval or disapproval.

An employee who is granted a personal leave of absence for more than ten days must file an official mailing address, phone number, and email address, if available, with the Office Manager for the purpose of contacting him/her during the approved leave of absence. If the Executive Director determines, in his/her sole discretion, to fill the position formerly held by the employee on the approved leave of absence, the JPA shall give at least ten (10) days written notice to the employee at the previously filed mailing address that the employee must return from the leave of absence. Failure by the employee to return to work on the date designated in the JPA's written notice shall authorize the JPA to fill the position on a permanent basis. The JPA encourages employees and their supervisors to maintain email/phone communications during a leave of absence.

7.7 Pregnancy Disability Leave

7.7.1 General Information

The JPA provides Pregnancy Disability Leave (PDL) to eligible employees who are temporarily disabled and unable to work due to pregnancy, childbirth or related medical conditions. PDL may include, but is not limited to, additional or more frequent breaks, time for prenatal or postnatal medical appointments, and doctor-ordered bed rest, and covers conditions such as severe morning sickness, gestational diabetes, pregnancy-induced hyper-tension, preeclampsia, recovery from childbirth or loss or end of pregnancy, and/or post-partum depression. PDL does not need to be taken all at once but can be taken on an as-needed basis as required by the employee's health care provider, including intermittent leave or a reduced work schedule.

The JPA will also make a good faith effort to provide reasonable accommodations and/or transfer requests when such a request is medically advisable based on the certification of a healthcare provider. When an employee's healthcare provider finds it is medically advisable for an employee to take intermittent leave or leave on a reduced work schedule and such leave is foreseeable based on planned medical treatment because of pregnancy, the JPA may require the employee to transfer temporarily to an available alternative position.

PDL may only be taken so long as the eligible employee is actually disabled, up to a maximum of four months (17-1/3 weeks or 693 hours) leave per pregnancy. If an employee wishes to stay home to care for her newborn after her disability has ended, she must apply for a FMLA/California Family rights Act (CFRA)

leave as soon as possible (may apply before the birth of her child). While FMLA leave runs concurrently with PDL, CFRA leave does not.

An employee who is granted a PDL must utilize all accrued sick leave during the initial period of the leave. Thereafter, vacation and any accrued administrative leave may be used, at the discretion of the employee, during the remainder of the leave. Any portion of the leave that occurs after all sick leave has been exhausted shall be without pay unless the employee has available and chooses to use accrued vacation or administrative leave. However, the use of such vacation, sick leave or administrative leave will not adjust the start date of the leave (i.e., time covered by vacation, sick leave or administrative leave will still count as part of the PDL).

7.7.2 Procedures

Whenever possible, a PDL must be requested at least 30 calendar days prior to the requested start date. The employee should submit a written request to their supervisor and the Office Manager. The request must be followed within 15 days by a medical certification from the employee's physician that verifies the disability and the anticipated duration of the disability. The certification indicating disability should contain:

- The date on which the employee became disabled due to pregnancy;
- The probable duration of the period or periods of disability; and
- A statement that, due to the disability, the employee is unable to perform one or more of the essential function of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.

Any changes in this information should be promptly reported. The request should be submitted to the Office Manager via the employee's supervisor. The Office Manager shall forward the request to the Executive Director for approval/disapproval. If an employee must unexpectedly take PDL, she should notify her supervisor and provide the medical certification as soon as possible.

7.7.3 Benefits

7.7.3.1 Health Benefits

During a PDL taken under JPA policy, group health plan benefits (i.e., medical, dental and vision) are continued on the same basis as coverage would have been provided had the employee been continuously actively employed, for up to four months.

The employee is required to pay the share of any premium cost that she would have paid if continuously actively employed. If the Pregnancy Disability Leave is paid leave (i.e., the employee is taking accrued sick leave, vacation or administrative leave), the premium costs will be deducted from the sick leave, vacation or administrative leave benefits paid, on the same basis as the cost was deducted from the employee's pay before commencement of the leave. If the Pregnancy Disability Leave is unpaid, the employee will be required to pay the share of any premium cost for insurance to ensure continuous coverage. Premiums must be paid no later than the 15th of the month prior to the month being covered. If premiums have not been received by the deadline, coverage shall be terminated for all unpaid months and continuation or reinstatement of coverage must be made in accordance with COBRA guidelines.

7.7.3.2 Non-Health Benefits

During unpaid PDL, the JPA will maintain life and disability insurance for full-time employees for the following periods depending on the employee's length of employment:

- Less than two years full-time employment: 1 month
- Two to five years full-time employment: 2 months
- Five or more years full-time employment: 3 months

7.7.4 Integration With the California Family Rights Act (CFRA) Leave Benefits

Continuation of benefits under PDL is in addition to those required by CFRA. The employee can potentially receive 29-1/3 weeks of coverage (17-1/3 under PDL and 12 under CFRA).

7.7.5 Return from Leave

As a condition of reinstating an employee after a PDL, the employee must obtain and present a medical certification indicating that the employee is able to resume work. The employee must report to her supervisor.

If the employee fails to return from PDL/CFRA leave on the first work day following the expiration of the approved PDL or any approved extension, the employee shall be considered as having voluntarily resigned without notice.

If the employee wishes to return to work prior to the established expiration date of the Pregnancy Disability Leave, the employee must contact her supervisor and provide verification from her healthcare provider that she is eligible to return to work.

If the employee is unable to return to work when the Pregnancy Disability Leave expires, the employee may request an extension of the leave from her supervisor in accordance with JPA policy.

Extensions of PDL may be granted, provided the employee has not used the total maximum leave entitlement provided for in JPA policy. A request to extend a PDL is subject to the same criteria as the initial request for leave.

7.7.6 Reinstatement

The JPA shall reinstate an employee returning from a PDL in accordance with the approved terms of the leave to the same position, unless the position has ceased to exist because of legitimate reasons unrelated to the employee's Pregnancy Disability Leave. An employee has no greater right to reinstatement to the same position or to other benefits and conditions of employment than if she had been continuously employed in this position during the pregnancy disability leave or transfer.

If the employee's position does not remain available, the employee will be returned to a "comparable position", if a comparable position exists. However, if no comparable position exists, the employee may be terminated.

A "comparable position" means a position which has equivalent pay, benefits and working conditions, with substantially similar duties and responsibilities, and, ordinarily, with the same shift or work schedule and geographic location, as the position occupied by the employee before her Pregnancy Disability Leave.

"Equivalent pay" includes any unconditional pay increases which occurred during the Pregnancy Disability Leave period, such as a general adjustment, and includes any pay increases conditioned upon total career hours or length of service that may be due taking into consideration any portion of the Pregnancy Disability Leave period that is paid leave (i.e., when the employee is using accrued vacation, sick or administrative leave), but not any portion that is unpaid leave. "Equivalent pay" also includes the same or equivalent pay premiums and the equivalent number of scheduled hours of work.

"Equivalent benefits" includes all benefits provided or made available to employees by the JPA, including but not limited to group life insurance and health insurance. Employees are not required to meet any qualifications, such as taking a physical examination, in order to re-qualify if such coverage lapsed during the Pregnancy Disability Leave. "Equivalent benefits" also includes all of the employee's accrued vacation and sick leave benefits to the extent not used during the employee's Family and Medical leave.

An employee on PDL retains the length of service that exists when the leave commences and is credited with additional seniority service during the leave except that probation periods may be extended by the same time increment as the duration of the leave. An employee does not accrue any additional benefits including leave balances during an unpaid Pregnancy Disability Leave (i.e., when the employee is not using accrued vacation, sick or administrative leave).

7.8 Leaves Under the Family and Medical Leave of Act and California Family Rights Act

7.8.1 Policy Statement

The JPA grants leave under Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) to eligible employees consistent with Federal and State law.

7.8.2 Definitions

For the purpose of this Section the following definitions apply:

"Employee" is any full-time, part-time, or temporary employee with 12 months of service with the JPA, which need not be consecutive, who has worked for at least 1250 hours in the 12 month period immediately preceding the commencement of leave.

"Family/Medical Leave of Absence" or "FMLA/CFRA leave" is defined as leave for any one or more of the following:

- A. Placement of a child with the employee for adoption or foster care, so long as the leave commences within one year of placement (referred to in JPA policy as "Birth/Adoption Leave");
- B. Bonding with a new child (by birth, adoption, or foster placement).
- C. The employee's need to care for an immediate family member with a serious health condition (referred to in JPA policy as "Family Member Medical Leave");

- D. The employee's own serious health condition (referred to in JPA policy as "Employee Medical Leave");
- E. The employee, as the "spouse, son, daughter, parent, or next of kin" of a military member may take up to 26 work weeks of leave to care for a "member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness."
- F. The National Defense Authorization Act (NDAA) also permits an employee to take FMLA leave for "any qualifying exigency (as the Secretary [of Labor] shall, by regulation, determine) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation."

A qualifying exigency includes:

- 1) short-notice deployment;
- 2) military events and related activities;
- 3) childcare/school activities;
- 4) financial/legal arrangements;
- 5) counseling;
- 6) rest/recuperation; and
- 7) post-deployment activities.

"Immediate family member", for the purposes of this Section, is defined as the parent, spouse, or child (son or daughter), domestic partner or child of a domestic partner, grandparent, grandchild or sibling.

"Parent" is defined as the biological, foster or adoptive parent; a stepparent; a legal guardian; or other person who stood in place of a parent to the employee when the employee was a child.

"Spouse" is defined as the employee's current husband or wife under California law.

"Child" is defined as the biological, adopted or foster child; a stepchild; a legal ward; or a child of a person standing in place of a parent, who is either:

- under the age of 18 years, or
- an adult dependent child.

"Domestic Partner" is defined as a current registered domestic partner under California Law.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

- A. In-patient care in a hospital, hospice, residential medical care facility or any subsequent treatment in connection with the inpatient care; or
- B. Any period of incapacity requiring absence from work, school, or other regular daily activities for more than three calendar days, and continuing treatment by, or under the supervision of, a health care provider; or

- C. Continuing treatment by, or under the supervision of, a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days; or
- D. Any period of incapacity due to pregnancy, prenatal care or chronic health condition.

"Medically necessary" means there is a medical need for leave as certified by the health care provider of the employee or family member, as distinguished from voluntary or cosmetic treatments and procedures.

"Health care provider" means any person listed in Section 7.8.8 of this Manual.

7.8.3 Duration

7.8.3.1 Basic Time Periods

Generally, an eligible employee will be granted up to 12 weeks of leave during any 12 month period on a rolling year formula that is measured backward from the date of any FMLA/CFRA leave usage. The remaining entitlement would be any balance of the 12 weeks that was not used during the preceding 12-month period, for the following types of leave or any combination of the following types of leave:

- Baby Bonding Leave;
- Family Member Medical Leave;
- Employee Medical Leave. (For a female employee disabled because of pregnancy, childbirth or related medical conditions, refer to Section 7.7.)

Spouses or registered domestic partners who are both employees of the JPA are permitted to take only a combined total of 26 workweeks in a single 12-month period if the leave is to care for a covered service member or veteran with a serious injury or illness, and to a combined total of 24 weeks in a 12-month period if the leave is taken for the birth and care of a newborn child, or for placement of a child for adoption or foster care.

Spouses or registered domestic partners who are both employees of the JPA are permitted to take only a combined total of 12 weeks to care for a parent who has a serious health condition. (If the spouses/partners each take leave of less than 12 weeks for these purposes, they each remain eligible for other types of leave in an amount which when added to the leave so taken, totals 12 weeks).

7.8.3.2 Minimum Duration of Leave

- a. Birth/Adoption Leave

Must be at least two weeks in duration, except that on two occasions during the applicable 12-month period the JPA will authorize such leaves for a duration of less than two weeks.

- b. Employee or Family Medical Leave

As short as medically necessary. These leaves may be taken “intermittently” (in separate blocks of time) or on a “reduced schedule leave” (reducing the usual number of hours the employee works each workday) when “medically necessary.” Intermittent leave can also be taken for any qualifying exigency.

An employee needing intermittent Employee Medical/Family Member Medical Leave or leave on a reduced schedule must attempt to schedule the leave so as not to disrupt the JPA operations.

The JPA may temporarily assign an employee to an alternative position with equivalent pay and benefits that better accommodates a reduced or intermittent leave schedule.

7.8.4 Procedure

7.8.4.1 Request for Leave of Absence

The employee should submit a fully completed Leave Form (Attachment 3 to this Manual) to his/her supervisor which clearly designates the leave requested. If the leave is for an eligible reason covered by both FMLA and CFRA, then the leave should run concurrently. In addition, the JPA may place an employee on FMLA/CFRA leave if the JPA suspects that an absence qualifies as FMLA/CFRA leave, pending certification that the medical condition as determined by a doctor meets the FMLA/CFRA requirements.

Within 5 days, in consultation with the Office Manager, the supervisor shall determine if the employee is eligible and submit the request to the Executive Director for approval/disapproval. The Office Manager shall give the employee a copy of the "Notice to Employee Requesting Family/Medical Leave" letter which will contain JPA's decision, the designation of the leave, and indicate that approval is conditioned upon the receipt of a certification from a health care provider.

7.8.4.2 Notice by Employees

The employee must provide notice sufficient to make the JPA aware of the need for leave and anticipated timing and duration. At least 30 days advance written notice should be given if:

- the need is foreseeable; and
- the request is for a Birth/Adoption Leave; or
- planned medical treatment for a serious health condition leave (Employee or Family Member Medical Leave).

If the employee gives less than 30 days' notice for a clearly foreseeable leave without reasonable excuse, the Executive Director may delay the commencement of the leave until medical certification of the need for family medical leave is provided.

If 30 days' notice is not practical because of a lack of advance knowledge of approximately when the leave shall begin, a change in circumstances, or a medical emergency, the employee should give written notice to the supervisor as soon as practical. It is expected that employees will give notice to the supervisor within no more than one or two working days of learning of the need for leave, except in extraordinary circumstances.

In the case of a medical emergency, advance written notice is not necessary for Employee Medical Leave or Family Member Medical Leave. The employee, or his/her representative, should give verbal notice as soon as practical.

When FMLA/CFRA leave is requested on an intermittent or reduced leave schedule basis, the employee must consult with the supervisor to work out a schedule that does not unduly disrupt the operations of the JPA, subject to approval of the health care provider of the employee or immediate family member.

The JPA shall respond to the request for leave as soon as possible and in any event no later than 5 days after receiving the request. Where notice can only be given less than 5 days prior to the date upon which the leave is to begin, the JPA will attempt to respond to the leave request before the date the leave is to begin.

- **Preliminary Designation.** In the event that the JPA is unable to confirm that the leave request qualifies for FMLA/CFRA leave or where the JPA has requested medical certification which has not been received, the JPA should make a preliminary designation of family leave pending receipt of the requisite information.
- **Final Designation.** The designation of FMLA/CFRA leave becomes final when the JPA receives the requisite information for making the qualification determination.
- **Erroneous Preliminary Designation.** The JPA must withdraw the preliminary designation and provide written notification to the employee if the information received indicates that the leave is not for a FMLA/CFRA leave purpose.

7.8.4.3 Medical Certification

Requests for Employee Medical or Family Member Leave must be supported by a certification issued by the health care provider of the employee or the employee's ill immediate family member. Failure to provide the required certification may result in a denial of leave.

The employee is responsible for obtaining the medical certification on a Certification of Health Care Provider Form. This completed form must be returned to the JPA within 15 calendar days after the employee receives the Notice to Employee Requesting Family/Medical Leave, unless it is not practicable to do so despite diligent, good faith efforts.

If the request is for intermittent or reduced schedule leave, the certification must provide information that such leave is medically necessary or needed for the employee or to care for the immediate family member.

The supervisor will review the certification and forward it to the Office Manager. The Office Manager will forward the request to the Executive Director.

In the case of a FMLA/CFRA leave, if the Executive Director, in consultation with the Office Manager and supervisor, has reason to doubt the validity of a medical certification for an employee's medical condition, the Executive Director may obtain a second opinion at the JPA's expense. The Executive Director shall designate a health care provider who is not employed, regularly contracted with, or otherwise regularly utilized by the JPA, to furnish the second opinion. If the JPA's designated health care provider's opinion differs from that of the employee's health care provider, the Executive Director, in consultation with the

Office Manager and supervisor may require a third opinion from another health care provider, at the JPA's expense. The Executive Director and the employee must designate or approve jointly the third health care provider. The third opinion shall be final and binding.

If the employee's health care provider is a Christian Science practitioner, the Executive Director may request that the employee submit to examination (although not treatment) to obtain a second or third certification from a health care provider other than a Christian Science practitioner. If an employee objects to the above request, the Executive Director may deny continuation of leave.

For Employee Medical Leaves, the JPA may require medical re-certification when the employee requests an extension of leave. The JPA may require that the employee provide periodic updates on the employee status or when circumstances described in the original certification have changed significantly, or when the JPA receives information that casts doubt upon the continuing validity of the certification.

For Family Member Medical Leaves, the JPA may require the employee to obtain re-certification when additional leave is requested upon expiration of the leave, if the time period extends beyond that during which the health care provider originally estimated that the employee would be needed to take care of the family member.

7.8.5 Benefits

7.8.5.1 Sick Leave and Vacation Benefits

An employee who is granted an Employee or Family Member Medical Leave must utilize all accrued sick leave during the initial period of the leave. Thereafter, vacation, and any other accrued administrative leave may be used, at the discretion of the employee. Any portion of a leave that occurs after all sick leave has been exhausted shall be without pay unless the employee has available and chooses to use accrued vacation or administrative leave. However, the use of such vacation, sick or administrative leave will not adjust the start date of the leave; i.e., time covered by vacation, sick or administrative leave will still count as part of the FMLA/CFRA leave.

The period of time during which the employee utilizes accrued sick, vacation or administrative leave benefits is considered paid FMLA/CFRA leave. Once the sick leave and/or other accrued leave benefits (if elected) are exhausted, the employee is considered to be on unpaid FMLA/CFRA leave. The 12 weeks of leave to which the employee is entitled includes both paid and unpaid leave.

Eligible employees shall accrue additional sick leave and vacation while on paid FMLA Leave (i.e. while using accrued sick leave, vacation, or administrative leave), but not while on unpaid FMLA Leave.

7.8.5.2 Health Benefits

Group health plan (i.e., medical, dental, and vision) benefits are continued during approved FMLA/CFRA leaves on the same basis as if the employee had been continuously actively employed, for up to 12 weeks during any 12 month period for all employees.

The employee is required to pay the share of any premium cost that he/she would have paid if continuously actively employed. If the FMLA/CFRA leave is paid leave (i.e., the employee is taking accrued sick leave, vacation or administrative leave), the premium costs will be deducted from the sick leave,

administrative leave or vacation benefits paid, on the same basis as the cost was deducted from the employee's pay before commencement of the leave. If the FMLA/CFRA leave is unpaid, the employee will be required to pay the share of any premium cost for insurance to ensure continuous coverage. Premiums must be paid no later than the 15th of the month prior to the month being covered. If premiums have not been received by the deadline, coverage will be terminated for all unpaid months and continuation or reinstatement of coverage must be made in accordance with COBRA/Cal-COBRA guidelines.

7.8.5.3 Non-Health Benefits

During unpaid FMLA/CFRA leave, the JPA will also maintain life and disability insurance for full-time employees for the following periods depending on the employee's length of employment:

- Less than two years full-time employment: 1 month
- Two to five years full-time employment: 2 months
- Five or more years full-time employment: 3 months

7.8.6 Return From Leave

The employee must report to his/her supervisor on the first work day following the expiration of the approved Family/Medical Leave or any approved extension, or the employee will be considered as having voluntarily resigned without notice.

If the employee wishes to return to work prior to the established expiration date of the FMLA/CFRA leave, the employee must contact his/her supervisor.

If the employee is unable to return to work when the FMLA/CFRA leave expires, the employee may request an extension of the leave from the employee's supervisor in accordance with JPA policy.

Extensions of FMLA/CFRA leave are granted provided the employee has not used the total maximum leave entitlement provided for in JPA policy.

As a condition of reinstating an employee after an Employee Medical Leave, unless the leave was intermittent, the employee must obtain and present medical certification from a health care provider certifying that the employee is able to resume work.

7.8.7 Reinstatement

The JPA shall reinstate an employee returning from a FMLA/CFRA leave within 2 days of an employee request, in accordance with the approved terms of the leave to the same position, unless the position has ceased to exist because of legitimate reasons unrelated to the employee's FMLA/CFRA leave.

If the employee's position does not remain available, the employee will be returned to a "comparable position," if a comparable position exists. However, if a comparable position does not exist, the employee may be terminated.

A "comparable position" means a position which has equivalent pay, benefits and working conditions, with substantially similar duties and responsibilities, and, ordinarily, with the same shift or work schedule and geographic location, as the position occupied by the employee before the FMLA/CFRA leave.

"Equivalent pay" includes any unconditional pay increases which occurred during the FMLA/CFRA leave period, such as cost of living increases, and includes any pay increases conditioned upon total career hours or length of service that may be due taking into consideration any portion of the FMLA/CFRA leave period that is paid leave (i.e., when the employee is using accrued vacation, sick or administrative leave), but not any portion that is unpaid leave. "Equivalent pay" also includes the same or equivalent pay premiums and the equivalent number of scheduled hours of work.

"Equivalent benefits" include all benefits provided or made available to employees by the JPA, including but not limited to group life insurance and health insurance. Employees are not required to meet any qualifications, such as taking a physical examination, in order to re-qualify if such coverage lapsed during the FMLA/CFRA leave. "Equivalent benefits" also includes all of the employee's accrued vacation and sick leave benefits to the extent not used during the employee's FMLA/CFRA leave.

An employee on FMLA/CFRA leave retains the length of service that exists when the leave commences, and is credited with additional seniority service during the leave except that probation periods may be extended by the same time increment as the duration of the leave. An employee does not accrue any additional benefits including leave balances during an unpaid FMLA/CFRA leave (i.e., when the employee is not using accrued vacation, sick or administrative leave).

7.8.8 Definition of Health Care Provider

Health Care Provider includes all of the following:

Doctors of medicine or osteopathy who are authorized to practice medicine or surgery by the State of California;

Podiatrists, dentists, clinical psychologists, and optometrists who are authorized to practice in the State of California and performing within the scope of their practice as defined under California law;

Chiropractors, limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist, who are authorized to practice in the State of California and performing within the scope of their practice as defined under California law;

Nurse practitioners and nurse-midwives who are authorized to practice under California law and who are performing within the scope of their practice as defined under California law; and

Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.

7.8.9 Questions and/or Complaints about FMLA/CFRA/PDL Leave

The FMLA/CFRA/PDL makes it unlawful for the JPA to: 1) interfere with, restrain, or deny the exercise of any right provided under FMLA/CFRA/PDL; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA/CFRA /PDL or involvement in any proceeding under or relating to FMLA/CFRA/PDL. If employees believe their FMLA/CFRA/PDL rights have been violated or have questions

regarding FMLA/CFRA/PDL leave, they should contact the Office Manager or Executive Director immediately. Any FMLA/CFRA/PDL complaints will be investigated and prompt and appropriate remedial action will be taken to address and/or remedy any FMLA/CFRA/PDL violation.

7.9 Leave for Domestic Violence, Sexual Assault or Stalking Victims

If an employee is a victim of domestic violence, sexual assault, stalking, or a victim of any other crime that caused physical injury or that caused mental injury and a threat of physical injury, the employee may take unpaid time off to help ensure the health, safety, or welfare of the employee and/or that of their child or children. Specifically, the employee may take such leave for the following reasons:

- To appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding;
- To obtain or attempt to obtain any relief. Relief includes, but is not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or their child;
- To seek medical attention for injuries caused by domestic violence or sexual assault;
- To obtain services from a shelter, program, or rape crisis center as a result of domestic violence or sexual assault;
- To obtain psychological counseling related to an experience of domestic violence or sexual assault; or
- To participate in safety planning and take other actions to increase safety from future domestic violence or sexual assault, including temporary or permanent relocation.

If an employee needs to take time off for any of the above reasons, the employee should notify their supervisor in advance, if possible. The employee may be asked to provide documentation, such as a police report, court order, or other evidence that he/she appeared in court, or documentation from a counselor or domestic violence advocate. Although this leave is unpaid, the employee may use accrued vacation if the employee wishes to receive compensation for this time off. However, the employee is not required to do so.

If requested by the employee, the JPA shall provide reasonable accommodations for an employee who is a victim of domestic violence, sexual assault, or stalking, who requests an accommodation for the safety of the victim while at work. Reasonable accommodations may include the implementation of safety measures, including a transfer, reassignment, modified schedule, changed work telephone, changed work station, installed lock, assistance in documenting domestic violence, sexual assault, stalking, or other crime that occurs in the workplace, an implemented safety procedure, or another adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking, or other crime, or referral to a victim assistance organization.

The employee may also take unpaid time off to recover from domestic abuse or sexual assault. The amount of leave taken for this reason cannot exceed 12 weeks in a rolling 12-month period. The JPA will maintain the confidentiality of requests for time off due to domestic violence or sexual assault, to the extent possible and as allowed by law.

Section 8 - Employee Discipline

8.1 Policy Statement

The JPA's discipline process includes, but is not limited to, verbal counseling, written warnings, suspensions, demotions, alteration of work schedules or duties, mandatory education or training, transfers, and termination. The JPA reserves the right to impose any of these forms of discipline as it deems appropriate, given the circumstances, at its sole discretion.

Employee discipline is intended to be corrective in nature with the objective of obtaining compliance with rules, orders, procedures, standards of conduct, and competent job performance. Disciplinary action shall be commensurate with the alleged violation(s) and the past record of the employee. The JPA may administer a progressive discipline process including verbal counseling, written warning, suspension, demotion, transfer, or termination. However, the JPA reserves the right to impose or forego any of these forms of discipline as it deems appropriate in its absolute and sole discretion.

The disciplinary process can include the immediate administrative removal of an employee with or without pay pending a full investigation and, if applicable, a disciplinary hearing. An administrative removal requires the approval of the Executive Director. When an administrative removal is imposed and serious disciplinary action follows, the employee shall be afforded the hearing process set forth in this Employee Manual. All disciplinary actions shall become a part of the employee's personnel record.

The Executive Director is responsible for discipline of Supervisors. Supervisors are responsible for discipline of employees under their supervision. The Executive Director, as he or she deems appropriate, may assume responsibility for the discipline of an employee or otherwise delegate such responsibility.

The following are examples of behavior that may constitute grounds for disciplinary action, up to and including termination. The list is intended to provide examples only and is not meant to be all-inclusive.

- Absence from duty without leave or reasonable cause;
- Abuse of leave privileges;
- Unexcused or excessive absence or tardiness;
- Incompetency; i.e., inability to comply with the minimum standards of an employee's position;
- Performing the duties of the position in a negligent, careless or reckless manner;
- Unwillingness to perform the normal quality or quantity of assigned work;
- Failure to obey a reasonable oral or written order;
- Discourteous treatment of the public or other employees;
- Actions which constitute an unwholesome influence on other employees, such as harassment, which includes sexual harassment;
- Violating the JPAs Alcohol and Substance Abuse Policy;
- Fraud in securing employment or promotion;

- Deliberate or willful falsification, alteration, destruction or removal of JPA records including, but not limited to, employment applications, personnel records, time sheets, or other confidential records;
- Improper or unauthorized use, removal, or destruction of JPA property;
- Misuse of JPA owned property, equipment or material;
- Insubordination;
- Conviction of a felony or misdemeanor involving moral turpitude;
- Dishonesty in the performance of the duties of the position, including, but not limited to fraud, theft, lying or misrepresentation, either written or oral;
- Acceptance, pursuant to Chapter Three: "Gifts" of a reward, gift, or other form of remuneration valued at more than \$25, beyond the employee's regular compensation for the performance of his/her official duties;
- Outside employment not specifically authorized by the JPA authority;
- Any willful act of conduct undertaken in bad faith, either during or outside of duty hours which is of such a nature that it causes discredit to the agency; or
- Failure to otherwise fully comply with all JPA rules, regulations and policies.

Other behaviors not included here that are determined to be detrimental to the JPA or inconsistent with proper employee conduct may also constitute just cause for disciplinary action.

8.2 Disciplinary Investigation

When the Executive Director or a supervisor believes that an employee has violated a JPA policy, procedure, rule, regulation, directive, order, or applicable law, they shall promptly initiate an investigation. The purpose of the investigation is to establish the facts behind disciplinary allegations and to ensure that employees are dealt with fairly. The extent of the investigation will be determined, on a case-by-case basis, by the Executive Director, or his/her designee. For matters involving Corrective Counseling only, an investigation is not required but may be conducted if the Supervisor or Executive Director finds that an investigation is necessary to resolve factual disputes or otherwise assist in determining the appropriate level of discipline.

If the results of the investigation indicate that disciplinary action is appropriate, the supervisor, Executive Director or his/her designee shall proceed according to guidelines established below for the appropriate level of discipline.

8.3 Types of Discipline

There are three different types of discipline: "corrective counseling", "lesser discipline" and "serious discipline".

8.3.1 Corrective Counseling

"Corrective counseling" is defined as initial actions taken by a supervisor to identify unsatisfactory work performance or behavior. Corrective counseling is not considered as either lesser discipline or serious discipline, as defined below.

8.3.2 Lesser Discipline

"Lesser discipline" is defined as discipline that is not serious discipline, as defined below, including such actions up to suspensions without pay of five days or less.

8.3.3 Serious Discipline

"Serious discipline" is defined as discipline ranging from suspensions without pay for more than five days, up to termination of employment. This can include demotion and reduction in pay which are carried out for disciplinary reasons.

8.4 Corrective Counseling Disciplinary Process

Corrective counseling should be done as soon as the Executive Director or supervisor becomes aware of an employee's work performance or behavior problems and completes any necessary investigation. Corrective counseling should be done informally, with the Executive Director, supervisor or his or her designee meeting with the employee to be certain that the employee realizes that his or her work performance or behavior is unsatisfactory, and what is expected in terms of improvement is understood. A written plan of improvement, containing specific expectations and time frames to accomplish them, may be simultaneously implemented as a component of the corrective counseling session. Ideally, corrective counseling is conducted before the misconduct or work performance deficiency reaches the level of lesser or serious discipline.

Notes detailing the corrective counseling session should be prepared and placed in the employee's personnel file.

There is no right to respond to this corrective counseling nor is there a right to representation during the corrective counseling disciplinary process. Corrective counseling discipline is not subject to the hearing process identified in this section.

8.5 Lesser Disciplinary Process

Lesser discipline is not subject to the hearing process identified in this section, and there is no employee right to representation during the lesser disciplinary process.

8.5.1 Disciplinary Actions for Lesser Discipline

Any of the following disciplinary actions may be taken as corrective measures for conduct that warrants lesser discipline.

8.5.1.1 Written Reprimand

The Executive Director or supervisor may reprimand an employee by providing a written statement outlining the problem. A written reprimand shall be provided to the employee and made a part of the employee's personnel record. The employee may respond in writing to the written reprimand. If the employee responds with a written statement, it will be included in the personnel record along with the written reprimand. No discipline will be imposed beyond the written documentation in the employee's personnel file.

8.5.1.2 Modification of Work Schedule or Duties

Work schedules and/or work duties may be altered by the employee's supervisor as part of a lesser disciplinary process.

8.5.1.3 Suspensions Without Pay for Up to Five Business Days

An employee may be suspended from work without pay for up to five (5) business days as part of a lesser disciplinary process.

8.5.2 Notice of Lesser Discipline

In the case of lesser discipline, except for a written reprimand, a Notice of Lesser Discipline shall be issued and that notice of discipline shall contain the following:

1. A statement of the reason(s) for imposing discipline;
2. A statement of the discipline to be imposed, including the date the discipline is to begin and end, where applicable;
3. A description of the evidence, upon which the proposed action is based and a statement that such evidence is available to the employee upon request;
4. A statement that the employee may respond in writing to the Notice of Lesser Discipline within 10 business days and that the employee's written response will be maintained in his/her personnel file. Note: the right to respond does not trigger any further review procedures. It is provided to allow an employee the ability to state their position on the Lesser Discipline included in their personnel file; and
5. A statement that the Notice of Lesser Discipline has been approved by the Executive Director or his/her designee.

8.6 Serious Disciplinary Process

The Serious Disciplinary Process written notice and an opportunity for the employee to respond either orally or in writing.

8.6.1 Disciplinary Actions for Serious Discipline

The JPA may take any of the following corrective measures that it deems appropriate at any time to maintain the efficiency and effectiveness of the JPA for conduct that warrants serious discipline.

1. Suspension Without Pay. The employee may be suspended for more than five days.
2. Salary Reduction. A reduction in salary shall be within the salary range of the position held by the employee. A new anniversary date shall be established in accordance with these rules unless otherwise approved by the Executive Director.
3. Disciplinary Demotion/Transfer. The employee may be demoted to any position with a lower salary grade provided the employee meets the minimum qualifications for the lower-level

position. The demoted employee shall not be eligible for promotion for a period of one year unless otherwise approved by the Executive Director.

4. Termination. The Executive Director may terminate the employment of an employee.

8.6.2 Notice of Serious Discipline

Before serious discipline is imposed, the employee will receive a written Notice of Proposed Serious Discipline prepared by the Executive Director or supervisor or his or her designee. The Notice of Proposed Serious Discipline shall be approved by the Executive Director and shall contain the following:

1. A statement that clearly defines the intended action and the proposed date of the action. In cases of suspension, the proposed beginning and ending dates will be included;
2. The reason for the discipline, including a statement of any rule or regulation that allegedly has been violated;
3. A description of the evidence upon which the proposed action is based and a statement that the evidence is available to the employee upon request;
4. A statement that the employee has 5 business days from the date of receipt to respond either in writing or orally. Prior to the conclusion of the five business day period the employee or representative, or the JPA, may request an extension for good cause for up to an additional ten business days.
5. A statement that failure to respond within the prescribed time following receipt of the Notice of Proposed Serious Discipline shall result in imposition of the proposed discipline without additional notice, and a waiver of all further pre-disciplinary procedural rights.

8.6.3 Pre-Disciplinary Hearing and Review Process

If the employee responds to a Notice of Proposed Discipline within the prescribed time, the following pre-disciplinary process shall apply.

8.6.4 Right to Respond Options

- A. Written. If the employee provides a written response, the individual that issued the Notice of Proposed Discipline shall review the response and provide a written decision as set forth in Section 8.6.6.
- B. Oral. If the employee requests an opportunity to respond orally, a pre-disciplinary hearing pursuant to Section 8.6.5 shall be conducted within five business days after the request is made.

8.6.5 Pre-Disciplinary Hearing

The individual that issued the Notice of Proposed Discipline, or the Executive Director, shall act as Hearing Officer and shall schedule, coordinate and conduct the pre-disciplinary hearing. The hearing shall be informal. The employee may not be represented at the informal hearing. The employee shall have the opportunity to personally respond to the charges and to challenge the proposed disciplinary action. The Hearing Officer may question and seek clarification from the employee regarding the charges and grounds submitted in opposition to the proposed disciplinary action.

8.6.6 Pre-Disciplinary Decision

Within five business days after the hearing or receipt of the employee's written response, the responsible supervisor or Executive Director shall notify the employee in writing as to whether the proposed serious discipline shall be imposed. In rendering the decision, the responsible supervisor or Executive Director must consider the employee's pre-disciplinary written or oral response and the JPA's legitimate authority to impose the proposed discipline in question.

8.6.7 Discipline Imposed

If discipline is to be imposed, the employee shall be provided a written Notice of Disciplinary Action specifying the discipline and the date(s) upon which the disciplinary action shall be effective. The notice shall also include the cause for disciplinary action and the evidence upon which the disciplinary action is based.

The Notice of Disciplinary Action shall be prepared by the responsible supervisor or Executive Director. Notices of Disciplinary Action prepared by a supervisor must be approved by the Executive Director. An employee who fails to submit a written response or to appear for a pre-disciplinary hearing (in the case of an oral response) shall have waived his/her right to do so, and the proposed discipline shall be imposed.

The employee may challenge the discipline imposed in a post-disciplinary hearing as set forth below.

8.7 Post-Disciplinary Hearing

Following the imposition of serious discipline, pursuant to the procedures set forth above, a regular employee may request a post-disciplinary hearing to challenge the discipline imposed. A representative of the employee's choosing, including an attorney, may represent the employee at his or her post-disciplinary hearing.

8.7.1 Request

The employee or a designated representative must request a post-disciplinary hearing ("Hearing") within twenty calendar days from receipt of the Notice of Disciplinary Action or, if there was no Pre-Disciplinary Hearing and Review Process, twenty calendar days from the date serious discipline was imposed pursuant to the Notice of Proposed Serious Discipline. The Hearing shall be held on the JPA's premises or other location designated by the Executive Director, at a mutually convenient time, but in all events, shall be held within thirty calendar days of the Hearing request unless a later date is mutually agreed upon.

8.7.2 Hearing Procedures

The following procedures will be followed:

The Executive Director shall act as the Hearing Officer, or may appoint an impartial third-party, for appeals from discipline imposed by a supervisor. For appeals from discipline imposed by the Executive Director, the Executive Director shall appoint an impartial Hearing Officer from among JPA's Management employees or a qualified professional who is not a JPA employee. The Hearing Officer shall schedule, coordinate and conduct the Hearing in accordance with the time limits set

forth in this section. The Hearing Officer shall not be the individual who directly supervises the employee, nor shall it be someone responsible for the original decision to propose discipline.

Each side may present witness testimony or other evidence in support of its position at the hearing. Each side must submit a written list of the witnesses it intends to call to the Hearing Officer at least three business days in advance of the hearing. No witness shall be allowed to testify unless his/her name is on a timely submitted witness list. The JPA shall use its best efforts to produce witnesses if called to testify during working time but JPA operational needs shall take precedence. JPA employees are free to testify truthfully in a post-disciplinary hearing under this procedure and no employee will be discriminated or retaliated against in any way because of truthful testimony in such a hearing.

The post-disciplinary hearing shall be conducted as follows:

The Hearing Officer shall be responsible for administering the hearing. His/her responsibility shall include: (a) taking evidence, i.e., exhibits and testimony; and (b) swearing in witnesses using the following oath:

“Do you solemnly swear that the evidence you shall give shall be the truth, the whole truth, and nothing but the truth?”

The Hearing Officer should ask the witness to raise his/her right hand and respond “I do” if he/she agrees with the above oath. If the witness does not agree with the oath, no testimony shall be taken and the witness will be excused. The Hearing Officer should rule on procedural issues raised by the parties and on the relevancy and admissibility of evidence.

The Hearing Officer is not expected to follow the formal rules of evidence or any particular set of rules, but to rule on matters raised in a fashion that the Hearing Officer believes to be fair and equitable. The Hearing Officer may ask questions of witnesses or representatives, if the Hearing Officer wishes, but the Hearing Officer is not required to do so. The Hearing Officer shall run the audio recording device upon which the Hearing will be recorded. Each side shall be given a reasonable amount of time within the discretion of the Hearing Officer.

An assistant, appointed by the Hearing Officer, may be present to support the Hearing Officer in the execution of his/her responsibilities.

The Hearing will follow the following order:

1. The JPA will present its case against the employee. The employee or his/her representative may cross-examine JPA’s witnesses, and the JPA’s representative may redirect the witness;
2. The employee shall present his/her case. The JPA may cross-examine the employee’s witnesses, and the employee may redirect the witness;
3. Each party may present a closing argument if they wish;
4. The Hearing Officer may, but is not required to, allow each party to submit post-hearing briefs which shall not exceed 20 pages and be due to the Hearing Officer by

no later than the close of business on the 10th calendar day, or next following business day, after the hearing.

8.7.3 Decision

The Hearing Officer shall render a decision regarding the following issue: Did the JPA have adequate reason to impose the discipline in question upon the employee? In making this decision, the Hearing Officer should address the following issues: (a) does the evidence produced at the post-disciplinary hearing support the stated reason(s) for imposing discipline against the employee? (b) if so, is the recommended disciplinary action appropriate under the circumstances? The JPA must demonstrate by a preponderance of the evidence, that it had adequate reason to impose discipline.

In rendering a decision, the Hearing Officer has the following responsibilities: (a) review all evidence including testimony and exhibits produced at the Hearing and make written findings of fact; and, (b) deliver a decision on the discipline at issue to all parties within 20-days of the Hearing, and/or receipt of post hearing briefs, whichever is later.

If the Executive Director acted as the Hearing Officer, his or her decision following the hearing shall be final. For all other Hearing Officers, the decision shall be in the form of written findings of fact and recommendation on the issues presented. The Executive Director shall render a final written decision within five business after receiving the Hearing Officer's recommended decision. The Executive Director may uphold the discipline imposed, follow an alternate recommendation of the Hearing Officer or impose alternate disciplinary action. However, the Executive Director may not impose discipline that is more severe than the discipline that was the subject of the Hearing. The Executive Director's written decision is final and shall be distributed to all parties. There shall be no further review.

The administrative record of the post-disciplinary hearing shall include the Notice of Proposed Serious Discipline and any exhibits to it; the written decision from the pre-disciplinary review; the Notice of Disciplinary Action, all evidence, written, oral, photographic or otherwise and all exhibits submitted by both parties during the Hearing; the audio recording of the Hearing; and the decision of the Hearing Officer.

If the employee fails to appear for the post-disciplinary hearing, the discipline shall be sustained and imposed.

The JPA reserves the right to maintain all documents related to the disciplinary process in the employee's personnel file.

Section 9 - Complaint Resolution Procedure

9.1 Purpose of Complaint Resolution Procedure

This procedure shall be used to resolve employee complaints of alleged violations of the express terms of this Employee Manual, with the exception of complaints regarding alleged harassment. Employee complaints concerning alleged harassment shall be governed by the procedures set forth in Section 2.

9.2 Complaint Resolution Procedure for Non-Disciplinary Complaints

9.2.1 Informal Discussion of Complaint

When an employee has a complaint, the employee shall first informally discuss the matter with his immediate supervisor within five business days from the date of the incident or decision generating the complaint. If, after such a discussion, the complaint has not been satisfactorily resolved, the employee shall have the right to discuss the complaint informally with his supervisor's immediate supervisor. If, after such a discussion, the complaint has not been satisfactorily resolved, the employee shall have the right to file a formal complaint.

9.2.2 Formal Complaint Procedure

The formal complaint procedure shall be used to resolve an employee's complaint not satisfactorily resolved by informal discussions.

An employee shall have the right to present a formal complaint, in writing, within 10 business days after the occurrence of the event that gave rise to the complaint. All formal complaints shall state the specific provision of the Employee Manual that the employee claims has been violated and the employee's requested relief.

The formal complaint shall be presented to the supervisor or his/her designee who shall discuss the complaint with the employee. Employees are required to represent themselves in the complaint process. There is no right to representation. Delivery of the formal written complaint and the discussion of the complaint with the employee shall constitute receipt of the formal complaint. Within ten business days after receipt of the formal complaint, the supervisor or his/her designee shall render a written decision regarding the complaint.

An employee may appeal the supervisor's (or designee's) decision to the Executive Director, in writing, within ten business days after the receipt of the decision. The formal appeal shall be presented in writing to the Executive Director. The Executive Director or his/her designee shall discuss the appeal with the employee and shall make a reasonable effort to render a written decision regarding the complaint within ten business days of receipt of the formal complaint.

The decision of the Executive Director or his/her designee shall be final.

The time limits set forth in this procedure may be extended by written agreement between the JPA and the employee. Failure on the part of an employee to comply with the time limits of this procedure or any

extension thereto shall constitute a withdrawal of the complaint without further recourse to re-submittal under this procedure. Failure on the part of the JPA to comply with prescribed time limits or extensions thereto shall result in the complaint being advanced to the next step in the procedure.

The JPA shall not institute actions against any employee resulting from the proper use of this procedure. However, the processing of frivolous or false complaints may result in disciplinary action.

Correspondence related to this complaint resolution process shall not be maintained in an employee's personnel files.

Section 10 - Attachments

10.1 Forms

Employee Performance Appraisal Report	Attachment 1
Overtime Approval and Comp Time Agreement Form	Attachment 2
Leave Form	Attachment 3

ATTACHMENT 1 – EMPLOYEE PERFORMANCE APPRAISAL REPORT

EMPLOYEE PERFORMANCE APPRAISAL REPORT

DeptID: _____

COUNTY OF SAN DIEGO - DEPARTMENT OF HUMAN RESOURCES

Reset Form

SECTION A - IDENTIFYING INFORMATION		WHEN COMPLETED, MAKE TWO COPIES CHECK APPROPRIATE BOX AND DISTRIBUTE:	
BUSINESS UNIT	BUSINESS UNIT TITLE	EMPLOYEE ID	<input type="checkbox"/> Original - DHR <input type="checkbox"/> Copy - Employee <input type="checkbox"/> Copy - Department File
JOB CODE	JOB TITLE	EMPLOYEE NAME	

REASON FOR RATING	RATING PERIOD
<input type="checkbox"/> MID PROBATION <input type="checkbox"/> FINAL PROBATION <input type="checkbox"/> REGULAR <input type="checkbox"/> DEPT GENERATED	FROM _____ TO _____ <small>STATE REASON AS SEPARATION, PROMOTION, DEMOTION, TRANSFER SUPPLEMENTARY, ETC.</small>

SECTION B - ITEMIZED CHECK LIST	DOES NOT APPLY	OUTSTANDING	ABOVE STANDARD	STANDARD	IMPROVEMENT NEEDED	UNSATISFACTORY
Employee's immediate supervisor should check each item in the appropriate column. Report must be completed in ink. Any changes made in the report subsequent to the employee's signing require initialing by the employee and person making the changes.						
ALL EMPLOYEES:						
1. ATTENDANCE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. PUNCTUALITY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. PHYSICAL FITNESS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. SAFETY PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. PERSONAL NEATNESS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. COMPLIANCE WITH RULES / REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. COOPERATION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. ACCEPTANCE OF NEW IDEAS / PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. APPLICATION OF EFFORT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. INTEREST IN JOB	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. ACCURACY OF WORK	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. QUALITY OF JUDGEMENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. PUBLIC &/OR EMPLOYEE RELATIONS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. WRITTEN EXPRESSION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. ORAL EXPRESSION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. EQUIPMENT OPERATION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. NEATNESS OF WORK	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. PERFORMANCE W / MINIMUM SUPERVISION	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. PROMPTNESS IN COMPLETING WORK	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. VOLUME OF WORK PRODUCED	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. PERFORMANCE UNDER PRESSURE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22. PERFORMANCE IN NEW WORK SITUATIONS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SECTION C - OVERALL RATING				
Employee's immediate supervisor should check the box which best describes the overall performance of the employee during the period. Specific written comments are required to justify outstanding or unsatisfactory ratings.				
(5) <input type="checkbox"/>	(4) <input type="checkbox"/>	(3) <input type="checkbox"/>	(2) <input type="checkbox"/>	(1) <input type="checkbox"/>
OUTSTANDING	ABOVE STANDARD	STANDARD	IMPROVEMENT NEEDED	UNSATISFACTORY

COMMENTS
<p style="font-size: 1.2em; font-weight: bold;">Click Here to enter "Comments"!</p>

EMPLOYEES WHO SUPERVISE:	DOES NOT APPLY	OUTSTANDING	ABOVE STANDARD	STANDARD	IMPROVEMENT NEEDED	UNSATISFACTORY
1. COORDINATING WORK WITH OTHERS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. ACCEPTANCE OF RESPONSIBILITY	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. ESTABLISHMENT OF WORK STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. TRAINING AND LEADING STAFF	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. PLANNING AND ASSIGNING WORK	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. FAIRNESS AND IMPARTIALITY TO STAFF	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. CONTROL OF STAFF	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. ADEQUACY OF INSTRUCTIONS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SECTION D - SIGNATURES	
I HAVE DISCUSSED THIS REPORT WITH MY SUPERVISOR	
EMPLOYEE'S SIGNATURE: _____	DATE _____
RATED BY: _____	
_____	TITLE _____ DATE _____
REVIEWED BY _____	
_____	TITLE _____ DATE _____

ADDITIONAL ITEMS:	DOES NOT APPLY	OUTSTANDING	ABOVE STANDARD	STANDARD	IMPROVEMENT NEEDED	UNSATISFACTORY
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I REQUEST AN APPOINTMENT TO DISCUSS THIS REPORT WITH THE APPEAL OFFICER DESIGNATED BY MY APPOINTING AUTHORITY.	
EMPLOYEE'S SIGNATURE: _____	DATE _____
APPEAL REVIEW COMPLETED	
APPEAL OFFICER'S SIGNATURE _____	DATE _____

REFER TO RATER GUIDELINES AND EMPLOYEE INFORMATION ON THE REVERSE

EMPLOYEE PERFORMANCE APPRAISAL REPORT

DeptID:

COUNTY OF SAN DIEGO - DEPARTMENT OF HUMAN RESOURCES

SECTION A - IDENTIFYING INFORMATION			WHEN COMPLETED, MAKE TWO COPIES CHECK APPROPRIATE BOX AND DISTRIBUTE:	
BUSINESS UNIT	BUSINESS UNIT TITLE	EMPLOYEE ID	<input type="checkbox"/>	Original - DHR
			<input type="checkbox"/>	Copy - Employee
			<input type="checkbox"/>	Copy - Department File
JOB CODE	JOB TITLE	EMPLOYEE NAME		
REASON FOR RATING			RATING PERIOD	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
MID PROBATION	FINAL PROBATION	REGULAR	DEPT GENERATED	STATE REASON AS SEPARATION, PROMOTION, DEMOTION, TRANSFER SUPPLEMENTARY, ETC.
			FROM	TO

Performance Appraisal Comments:

INSTRUCTIONS FOR COMPLETING PERFORMANCE APPRAISAL REPORT

Instructions: All raters, supervisors, and appeal officers are instructed to review Human Resources Policy and Procedure 1003, EMPLOYEE PERFORMANCE APPRAISALS, before the performance appraisal is conducted. It is necessary for the rater to insure that the employee understands the information presented in the tables below.

INFORMATION EMPLOYEE NEEDS TO KNOW

Introduction: In order for an employee to participate appropriately in the appraisal process, supervisors should communicate the following:

KEY POINTS	INFORMATION EMPLOYEE NEEDS TO KNOW
Performance standards	Performance is being measured against standards that were communicated in advance of the actual performance.
Five days to review	When the completed performance appraisal form is given to the employee, the employee may take up to 5 days to review before signing.
Meaning of signature	The employee's signature does not mean agreement. It merely acknowledges that the supervisor has communicated the appraisal and that the employee has read the appraisal.
Requesting an appraisal	An employee may request a performance appraisal from the appointing authority under two conditions: <ul style="list-style-type: none"> > a scheduled appraisal has not been conducted and is overdue (more than 30 days late), or > a previous rating had an overall rating of "below standard."
Appealing an appraisal	The performance appraisal may be appealed to the appointing authority. The appointing authority shall either: <ul style="list-style-type: none"> > appoint an unbiased appeal officer within 7 days of the request, or > at the employee's request, provide a list of 3 unbiased appeal officers from which the employee selects one.

RATER / SUPERVISOR GUIDELINES

Procedure: Use this table to select the appropriate ratings:

RATING	DEFINITION OF RATING	GUIDELINES
Outstanding	Exceptional, extraordinary, well above standard.	Use when performance is exceptional.
Above standard	Better than performance expected of a fully competent employee.	Use when performance consistently exceeds standards.
Standard	Satisfactory and competent performance.	Use when all standards required for successful performance are met.
Improvement needed *	Less than what is expected.	Use when performance standards are not met.
Unsatisfactory *	Unacceptable.	Use when there are significant performance problems.

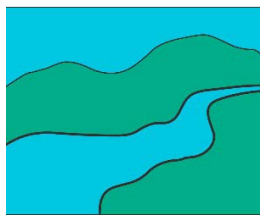
HOW TO COMPLETE PERFORMANCE APPRAISAL FORM

Procedure: The rater / supervisor follows these steps in consultation with the reviewer:

STEP	ACTION
1.	Completes "SECTION A: IDENTIFYING INFORMATION", at the top of form if appraisal is originated by department or employee.
2.	Prepares "SECTION B: ITEMIZED CHECKLIST" and "SECTION C: OVERALL RATING" in draft form.
3.	Meets and discusses appraisal with employee in private.
4.	Considers input from employee.
5.	Makes appropriate changes to draft and finalizes appraisal.
6.	Signs appraisal and gives original to employee for signature. Gives copy to employee if employee wants to consider it before signing (5 days allowed).
7.	Gives copy of signed appraisal to employee before original is sent to reviewer.
8.	Makes copies for department and employee after reviewer signs and sends original to Department of Human Resources. If reviewer changes rating, go back to step 3 above. If employee appeals rating, go to appeal process identified in Human Resources Policy 1003.

*See DHR Policy 1003 regarding Employee Performance Appraisals - Performance Based Step Advancement procedures.

ATTACHMENT 2 – OVERTIME APPROVAL AND COMP TIME AGREEMENT



San Dieguito River Park JPA

OVERTIME APPROVAL and COMP TIME AGREEMENT FORM

This form is to be used to approve all overtime.

Your Supervisor must approve overtime and comp time PRIOR to the beginning of overtime work.

Name of Employee: _____ Employee Payroll No: _____

Date of Overtime Work: _____ No. of Hours: _____

Project or Budget to be Charged: _____

Why work cannot be completed during regular hours: _____

Employee shall receive comp time in lieu of overtime pay: Yes _____ No _____

The Supervisor signing below approves the overtime work and receipt of comp time or payment of overtime wages as designated above. Employee acknowledges the overtime approval and agrees to receipt of comp time or payment of overtime wages as designated above.

Supervisor Approval: _____ Date: _____

Employee Signature: _____ Printed Name: _____ Date: _____

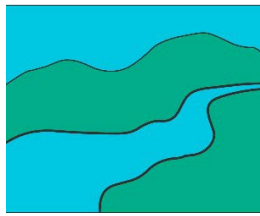
OVERTIME APPROVAL POLICY:

- I. Purpose: The purpose of this policy is to control labor costs by managing the expense of overtime pay for non-exempt employees.
- II. Compliance: JPA pays time and one-half to non-exempt employees who exceed 40 hours of work time in a workweek.
 - a. Paid leave, such as holiday, sick or vacation pay, does not apply toward work time.
 - b. The workweek begins at 12:00 a.m. on Friday morning and ends at 11:59 p.m. on Thursday night.
- III. Approval: Supervisors are required to obtain approval from Director prior to the use of overtime. Employees who anticipate the need for overtime to complete the weeks work must notify the supervisor in advance and obtain approval prior to working hours that extend beyond their normal schedule.
- IV. Mandatory Overtime: During busy periods, the JPA may require employees to work extended hours.
- V. Consequences of Overuse of Overtime: Supervisors who authorize staff members to work overtime without prior approval from management will be subject to disciplinary action. Supervisors who continually rely on the use of overtime hours in order to complete a week's work without it being deemed as extenuating by management will be placed on a performance improvement plan.
- VI. Consequences of Unauthorized Overtime: Employees who fail to obtain approval prior to working hours that extend beyond their normal 40-hour workweek will be subject to disciplinary action. Repeated offenses may result in termination.
- VII. Accrual of Comp Time: Overtime worked shall be compensated at time and one-half such that 1 hour of overtime worked Will be compensated with 1 ½ hours off. Accrued comp time shall not exceed 24 hours at any time.

Form Instructions:

This form must be completed in its entirety. The Supervisor must keep the completed form in his/her pending payroll file, then include the form in the applicable pay period's regular time and attendance records sent to the Office Manager. Forms should be maintained in the employee's payroll file on site.

ATTACHMENT 3 – LEAVE FORM



San Dieguito River Park JPA

LEAVE FORM

DATE: _____

NAME: _____

DATE(S)/HRS OF LEAVE REQUEST: _____

TYPE OF LEAVE	# OF DAYS/HRS
<input type="checkbox"/> SICK	_____
<input type="checkbox"/> VACATION	_____
<input type="checkbox"/> CO. COMP TIME	_____
<input type="checkbox"/> COMP TIME	_____
<input type="checkbox"/> BEREAVEMENT	_____
<input type="checkbox"/> JURY DUTY	_____
<input type="checkbox"/> FMLA/CFLA	_____
<input type="checkbox"/> PDA	_____
<input type="checkbox"/> OTHER	_____

COMMENTS: _____

APPROVED _____ Initials/Date
DISAPPROVED _____

Reasons: _____

