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1. Introduction

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|-----|--|-----------------------------|
| 1.1 | <p>This Employee Handbook contains the employment practices and policies of the Association of Monterey Bay Area Governments (“AMBAG”) in effect at the time of publication. All previously issued versions of this Employee Handbook and the policies it contained and any inconsistent policy statements or memoranda are superseded. This Employee Handbook and the policies it contains shall be referred to collectively as “the Handbook.” Nothing in this Handbook, or any other document, including benefit plan descriptions, creates or is intended to Create a promise or representation of continued or permanent employment for any employee. All Employees, other than Regular full-time and Regular part-time employees that have completed Their probationary period, are “at-will” employees. This means that either AMBAG or the Employee may terminate the employment relationship at-will, at any time, for any reason. Nothing in this Handbook, or in other documents provided or statements made to employees, is intended to modify this at-will relationship.</p> | NATURE OF EMPLOYEE HANDBOOK |
| 1.2 | <p>The purpose of this Employee Handbook is to provide fair and systematic procedures for administering all matters affecting the status and activities of employees of AMBAG. This Handbook is adopted in the belief that the procedures it contains are in the best interest of all AMBAG employees. The Employee Handbook is provided to assist employees in rendering their most effective service to the organization and to the public, and for their professional development.</p> | PURPOSE |
| 1.3 | <p>AMBAG reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits referred to in this Handbook or in any other document without notice. Any such changes must be in writing and must be signed or initialed by AMBAG’s Executive Director. No oral statements or representatives can in any way change or alter the provisions of the Handbook.</p> | REVISIONS |
| 1.4 | <p>It shall be the duty of all persons working at AMBAG to comply with and assist in carrying out the provisions of this Handbook and other such policies and procedures as the Executive Director may issue.</p> | DUTY TO COMPLY |
| 1.5 | <p>The Executive Director is vested with the power to vary or modify the strict application of the provisions of the Handbook and other such policies and procedures as the Executive Director may issue.</p> | VARIANCES |
| 1.6 | <p>If any portion of this Handbook is held to be invalid, it shall not affect the validity of the remaining portions of the Handbook.</p> | SEVERABILITY |
| 1.7 | <p>This Handbook applies to all AMBAG employees except where exceptions are noted in the Handbook or in supplemental employee agreements signed by the Executive Director that specifically state that their provisions supersede portions of this Handbook. This Handbook does not apply to the Executive Director, who serves under contract at the will of AMBAG’s Board of Directors. This Handbook also does not apply to the Board of Directors as they are not AMBAG employees.</p> | COVERAGE |

1.8 The following terms, as defined below, are used throughout this Handbook.

DEFINITIONS

- a. *Anniversary Date:* The Anniversary date for all AMBAG employees is the date of employment. The anniversary date is the date from which salary and leave benefits are calculated. This term also is sometimes used to describe the anniversary date of when an employee was transferred, promoted, or otherwise moved to a new position at AMBAG.
- b. *Appointing Authority:* That authority to hire, promote, transfer, discipline, demote, suspend, terminate, and take such other actions that generally occur within the employment context.
- c. *Board of Directors:* AMBAG's Board of Directors.
- d. *Class of Classification:* A group of positions sufficiently similar in duties, responsibilities, authority, and qualifications for employment to permit combining them under a single title and equitable application of common standards of selection and compensation.
- e. *Contract Staff:* An employee of a temporary agency who is hired on an hourly basis for a limited period of time, or any person hired via a contract by AMBAG that works at AMBAG's premises but is not a AMBAG employee. Contract staff are not AMBAG employees and are not entitled to any rights or benefits from AMBAG other than those required by state or federal law for contractors. Nothing in the Handbook, or any document provided or statement made by AMBAG, is intended to provide Contract Staff with any of the rights or benefits provided to AMBAG employees. Contract Staff may be terminated from their assignment at AMBAG without cause.
- f. *Discrimination:* Any unequal treatment or actions that directly or indirectly result in unequal treatment or harassment of persons based upon a person's race, color, sex, gender, creed, religion, national origin, age, marital status, military and veteran's status, ancestry, medical condition (AIDS/HIV, history of cancer), denial of Family and Medical Care Leave, disability, sexual orientation, gender identity, gender expression, or genetic information.

Refer to AMBAG's Discrimination and Harassment Prevention Policy/Procedure for further information on this topic.

- g. *Domestic Partner:* A domestic partner is a person who has legally established a domestic partnership with an AMBAG employee. A domestic partnership shall be established for purposes of the Employee Handbook when both partners file a Declaration of Domestic Partnership, provided all the following prerequisites are met:
1. The domestic partners have registered their domestic partnership with the California Secretary of State.
 2. Both persons have common residence as defined in Government Code Section 297.
 3. Both persons agree to be jointly responsible for each other's basic living expenses incurred during the domestic partnership.
 4. Neither person is married or a member of another domestic partnership.
 5. Neither person is related to the other by blood in such a way that would prevent legal marriage in the State of California.
 6. Both persons are legally capable of consenting to a domestic partnership.
 7. Both persons are at least 18 years of age and are of the same sex, or the partners are of the opposite sex and at least one partner is eligible for Social Security benefits and, in all cases, the partners meet the legal requirements for a domestic partnership in the State of California.
- h. *Equal Opportunity:* A condition that does not have an adverse impact upon a legally protected group such as women, the disabled, and the ethnic minorities.
- i. *Executive Management:* The Executive Director.
- j. *Exempt Employee:* AMBAG has determined that certain executive, management, administrative, and professional employees are exempt from the overtime requirements of the Fair Labor Standards Act (FLSA) and, therefore, are not paid overtime.
- k. *Grievance:* A grievance is initiated by an employee or group of employees who believe they are adversely affected because of violation, misinterpretation, or misapplication of a specific written AMBAG rule or regulation. Grievances are permitted only by Regular employees. Certain issues are not subject to a grievance. The grievance exclusions are set forth in Section 9 of the Handbook.
- l. *Immediate Family:* Relatives, such as a spouse, children or step-children, siblings or step-siblings, father, mother, father-in-law, mother-in-law, grandparent, step-parent, one who stands in the place of a parent, a domestic partner, children of a domestic partner, or other relative living in the same household.
- m. *Job Relevant Tests:* Tests which examine only those skills and abilities that are required for performance on a specific job, as distinguished from non-job relevant criteria such as years of experience and education level.

- n. *Limited-Term Full-Time Employee:* A full-time employee who is hired for a limited period of time to work on a particular project. Limited-Term employees are entitled to the rights and benefits of a Regular AMBAG employee except:
1. Those rights they are not entitled to by law;
 2. Those rights for which they have not yet met a qualifying threshold;
 3. Those rights specified in certain sections of this Handbook as not applying to this category of employees; and

Notwithstanding the foregoing, AMBAG may specifically limit the other rights and benefits for which a Limited-Term employee may otherwise be qualified by setting forth those limits in the Limited-Term employee's offer of employment. Limited-Term employees are employed as at-will employees and can be terminated at any time by the Executive Director without cause, notice, or the right to any of the grievance or pre- or post-disciplinary procedures described in Sections 8.2, 8.3, and 9.

- o. *Limited-Term Part-Time Employee:* An employee working an average of 20 hours per week who does not acquire Regular status and is not entitled to the rights and benefits afforded to Regular full- and part-time employees. Limited-Term part-time employees are employed on an at-will basis and can be terminated at any time by the Executive Director without cause, notice, or the right to any of the grievance pre- or post-disciplinary procedures described in Sections 8 or 9.
- p. *Non-Exempt Employee:* Generally, employees paid on an hourly basis who are covered by provisions of the Fair Labor Standards Act (FLSA). These employees receive overtime pay at one and one half times their normal hourly rate for hours worked over 40 per week.
- q. *Probationary Period:* A working trial period during which a new employee in a regularly classified position is assessed and required to demonstrate fitness for the duties to which the employee is appointed by actual performance of the duties of the position. The initial probationary period is generally six months, but may be extended pursuant to the Handbook. During the probationary period, an employee may be terminated at any time without notice, cause, or the right to any of the pre- or post-disciplinary procedures described in Sections 8.2 and 8.3.
- r. *Qualified Person:* An applicant who demonstrates satisfactory competence to perform the work required and can carry out the essential functions of the position.
- s. *Regular Full-Time Employee:* An employee who successfully completes his/her probationary period and who regularly works a minimum of 40 hours per week in a position that has been designated as a Regular full-time position.

- t. *Regular Part-Time Employee:* An employee who regularly works less than 40 hours a week, but 20 hours or more a week, and who successfully completes his/her probationary period in a position that has been designated as a Regular position. Benefits provided for Regular part-time employment shall be pro-rated based upon the comparison of the average number of hours worked per week by the part-time employee to 40 hours per week, except for holiday pay, which shall be based on the number of work hours the employee is typically scheduled to work on the day the holiday falls.

- u. *Retired Annuitant:* A person who has retired from a California Public Employees' Retirement System (CalPERS) agency and is hired by AMBAG as a Contract Employee for less than 961 hours per fiscal year.

- v. *Sexual Harassment:* Sexual harassment is defined as any unwelcome behavior in regard to sexual advances, requests for sexual favors, and/or other verbal, physical, or visual contact of a sexual or sexist nature, which occurs either explicitly or implicitly as a condition of employment, as a basis for employment decisions affecting an employee, or has the potential to affect the employee's work performance negatively and/or create an intimidating, hostile, or otherwise offensive work environment. Some examples of sexual harassment are: sexually-oriented remarks; inappropriate jokes; the display or distribution of offensive photographs, posters, or cartoons; slurs, epithets, threats, or derogatory comments whether on a computer, on paper, or in any other form; and any unwelcome physical touching. All AMBAG employees are required to attend periodic training regarding sexual harassment. Supervisors must attend training regarding sexual harassment within six months of being appointed to a supervisory position and at least once every two years thereafter.

Refer to AMBAG's Sexual Harassment and Complaint Procedures Policy/Procedure for further information on this topic.

- w. *Substance Abuse:* Use or possession of illegal drugs, alcohol, or controlled substances that could impair an employee's ability to safely, efficiently, and effectively perform the functions of a particular job.

Refer to AMBAG's Substance Abuse Policy/Procedure for further information on this topic.

- x. *Supervisor:* When this term is used in this Handbook, it refers to the person in the position above the employee's position in the organizational chart who is directly responsible for supervising the work of the employee.

- y. *Temporary Employees/Interns/Part-time Employees/Retired Annuitants:* employees shall work a part-time schedule of less than 20 hours per week on an average (calculated using a 12-month Initial and/or Standard Measurement Period) and no more than 1,000 hours in a fiscal year unless a written waiver of the part-time work schedule has been signed by the Executive Director and is in effect for as specified period of time.

Employees in this grouping do not have the same rights as Regular, Limited-Term, or other categories of employees and receive minimal benefits. Unless otherwise specifically stated in this Handbook, the rights and benefits in this Handbook do not apply to employees in this grouping unless otherwise required by law. The following rules specifically apply:

1. Employees in this grouping will receive 24 hours of sick leave per annum. Accrual of sick leave is capped at 48 hours and will not be cashed out upon termination of the employee.

2. Employees in this grouping do not earn vacation, floating holidays, or any other form of paid leave.

3. Employees in this grouping may qualify for Flexible Work Schedules;

4. Employees in this grouping are covered by AMBAG's Employee Assistance Program;

5. Employees in this grouping do not receive health insurance benefits, dental, vision, life or disability insurance benefits.

Employees in this grouping are employed as at-will employees and can be terminated any time without cause, notice, or the right to any grievance or pre- or post-disciplinary procedures in Sections 8.2, 8.3, and 9.

2. Responsibilities

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|-----|---|---|
| 2.1 | The Executive Director shall be responsible for administration of the human resources program and is hereby deemed to be the appointing authority with the power to appoint, promote, transfer, discipline, and terminate all employees of AMBAG subject to the provisions of this | AUTHORITY OF EXECUTIVE DIRECTOR |
| 2.2 | The Executive Director is authorized to appoint a Director of Finance and Administrative Services who shall be primarily responsible for ensuring that the mechanics of the human resources program is carried out efficiently and effectively and that accepted standards of human resources management are met. | DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES |
| 2.3 | The Executive Director is authorized to appoint an Equal Employment Opportunity Officer (“EEO Officer”) who shall be primarily responsible for ensuring equal employment opportunity in accordance with federal and state law, and relevant administrative requirements. | EQUAL EMPLOYMENT OPPORTUNITY OFFICER |
| 2.4 | All employees are required to comply with the applicable mandates of this Handbook as well as all other AMBAG policies and procedures. Employees are responsible for reviewing all AMBAG policies. | EMPLOYEES |

3. Employment Practices

- 3.1 The Executive Director is authorized to fill vacancies with qualified persons. APPOINTMENT
- 3.2 The general policy of AMBAG is to ensure that the recruitment, selection, and hiring of Regular employees is accomplished in an open, competitive, and objective manner, and in a fully documented and timely fashion. COMPETITIVE RECRUITMENTS
- 3.3 Vacancies for Regular employee positions shall be filled via competitive recruitment processes. Exceptions to this requirement include: COMPETITIVE RECRUITMENTS-EXCEPTIONS
- 3.3.1 When the Executive Director determines that it is in AMBAG’s best interest to promote an existing AMBAG employee.
- 3.3.2 When the Executive Director determines that it is in AMBAG’s best interest to appoint a particular, qualified individual to ensure continuity of work.
- 3.3.3 When a vacancy occurs and a qualified candidate is on one of AMBAG’s recruitment lists, the candidate may be selected in accordance with Section 3.13.
- 3.3.4 When an entity provides funding to AMBAG and such funding is conditioned upon, or the continuity of the work is dependent upon, a particular individual continuing to perform the work supported by that funding.
- 3.4 In order to meet short-term increases in agency workload demands, the Executive Director may approve Limited-Term, Retired Annuitant, or independent contractor positions in addition to the approved Regular employee positions. The Executive Director may fill Limited-Term, Retired Annuitant or independent contractor positions without utilizing AMBAG’s standard competitive recruitment process. CONTINGENT WORKFORCE
- 3.5 To comply with applicable state and federal laws ensuring equal employment opportunities to qualified individuals with disability, AMBAG will make reasonable accommodations for the known physical or mental limitations of a qualified person with a disability, who is an applicant or employee, unless undue hardship to AMBAG would result. An applicant or employee who requires and accommodation in order to perform the essential functions of a job should contact her/her supervisor, the Director of Finance and Administrative Services and request such an accommodation. DISABILITY AND ACCOMMODATION

An employee requesting an accommodation, or who the Director of Finance and Administrative Services has good cause to believe may be entitled to an accommodation, may be directed to provide documentation of the need for an accommodation from a medical provider of the employee’s choice or from a physician of AMBAG’s choice at AMBAG’s expense.

3.6 As a condition of employment, AMBAG employees may be required to undergo pre- and/or post-employment tests, checks, or screenings. These may include degree verification, professional credential verification, criminal history/background investigations, credit history checks, physical performance tests, medical tests, drug screenings, or other checks relevant to the employee's position. The requirements for these tests, checks, and screenings will be clearly described in job postings and/or job descriptions.

EMPLOYMENT-RELATED CHECKS, AND SCREENINGS, VERIFICATIONS

3.7 The employment of members of an employee's immediate family shall be avoided except under extraordinary circumstances. If such employment is in the best interest of AMBAG, it shall be authorized only by action of the Executive Director.

EMPLOYMENT OF FAMILY AND RELATIVES

Refer to AMBAG's Employment of Relatives and Spouses/Domestic Partners Policy/Procedure for further information on this topic.

3.8 AMBAG is an equal employment opportunity employer. It is the policy of AMBAG to actively recruit, hire, train, promote, and make all other employment decisions without regard to race, color, religious creed, sex, sexual orientation, age, national origin, physical or mental disability, ancestry, marital status, veteran's status, medical condition, or genetic information in accordance with all applicable laws and regulations.

EQUAL EMPLOYMENT OPPORTUNITY

3.9 The federal Immigration Reform and Control Act of 1986 (IRCA) requires all employees to verify the identity and legal right to work of all employees.

IMMIGRATION LAW COMPLIANCE

In keeping with this obligation, AMBAG must inspect original documentation that shows each employee's identity and legal authorization to work in the United States. Each person accepting an offer of employment must attest to their identity and legal authorization to work by fully completing an I-9 with AMBAG within the past three years, or if their previous I-9 is no longer retained or valid.

All offers of employment and continued employment are conditional upon an individual being able to furnish AMBAG with satisfactory evidence of both this/her identity and legal authorization to work on behalf of AMBAG in the United States.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the Director of Finance and Administrative Services.

3.10 Regular employees holding full-time positions may request a temporary part-time work schedule in order to achieve work-life balance needs. Such requests shall be made in writing to the employee's supervisor and Executive Director, and should include a justification and proposed length of time for the temporary part-time work schedule, in addition to a plan for how workload responsibilities will be covered during the temporary part-time schedule period. Temporary part-time work schedules are approved by the Executive Director and if granted, will be granted for a specific period of time based on AMBAG needs, employee performance, and other factors. Employee benefits and compensation may be reduced and the employee will be required to sign an agreement. The Executive Director has the right to revoke his/her approval of a temporary part-time schedule based on agency needs.

PART-TIME
WORK
SCHEDULES

Temporary employees shall work a part-time schedule of less than 20 hours per week on average (calculated using a 12-month initial and/or Standard Measurement period) and no more than 1,000 hours in a fiscal year, unless a written waiver of the part-time work schedule requirement has been signed by the Executive Director and is in effect for a specific period of time.

3.11 Generally, new part-time or full-time employees hired for Regular positions are in a probationary status for six months. A Probationary employee is an at-will employee who may be terminated at any time by the Executive Director without cause and without the right to any of the grievance or pre- or post-disciplinary procedures described Sections 8.2, 8.3, and 9.

PROBATIONARY
PROCESS

After completion of the probationary period. Probationary employees may become Regular employees if they have worked successfully, demonstrated effectiveness, and displayed the necessary skills to satisfactorily perform their job. A Probationary Evaluation Form is used to document performance standards.

If satisfactory job performance is not demonstrated by an employee during the initial six-month probationary period, the supervisor may recommend an extension of the probationary period for up to an additional six months. This action must be approved by the Executive Director or designee. During an extension of the probationary period, the Probationary employee may be terminated at any time by the Executive Director without cause, notice, or the right to any of the grievance or pre- or post-disciplinary procedures described in Sections 8.2, 8.3, and 9.

If applicable, written notification of termination of employment shall be served on the employee and a copy filed with the Director of Finance and Administrative Services.

Employees who are promoted or demoted to another position within AMBAG may be required to undergo an additional probationary period and will be notified if a probationary period will apply.

3.12 As a component of the recruitment and selection process, applicants for employment may be requested to perform one or more job-relevant tests. These may include demonstrations of written, oral, or physical abilities, or other forms of testing designed to fairly examine the qualifications of applicants. No question which elicits information concerning marital status, race, color, disability, medical condition, ancestry, national origin, sexual orientation, genetic information, or political or religious affiliation may be used as a basis for decision on an applicant's qualification for employment.

RECRUITMENT/
SELECTION
TESTS

- | | | |
|------|--|-------------------------------------|
| 3.13 | If within one year of hiring an employee for a position, that position, or a position with similar qualifications, becomes vacant, acceptable and qualified candidates from the previous recruitment may be considered to interview for the available position. | RECRUITMENT
LIST |
| 3.14 | It is against AMBAG policy to rehire any person who was formerly employed by AMBAG if that person was terminated for a cause subject to discipline. | REHIRING
TERMINATED
EMPLOYEES |
| 3.15 | Retired annuitants are limited to 960 hours per fiscal year. Retired annuitants are prohibited from working in a Regular part-time position on an ongoing basis, even if the position is less than 960 hours in a fiscal year. | RETIREES OR
ANNUITANTS |
| 3.16 | If within one year of an unsuccessful recruitment where all AMBAG procedures were properly followed and documented, a satisfactory candidate who meets the requirements of the available position becomes known, it shall be at the discretion of the Executive Director to offer that candidate the position. | UNSUCCESSFUL
RECRUITMENT |

4. AMBAG Standards

- 4.1 Employees involved in automobile or other accidents or injuries relating to employment at AMBAG shall report such accidents and/or injuries to their immediate supervisor and the Director of Finance and Administrative Services as soon as possible and shall fill out a Report of Injury Form. Employees requiring medical treatment for a work-related injury must obtain care from the agency's provider (as posted on bulletin boards) unless the employee has pre-designated his/her personal physician prior to the date of injury/illness.
- ACCIDENT REPORTING

If an employee requires medical attention on the day of the injury, the employee is paid for a full day's work regardless of the number of hours worked. Further absences due to injury are only permitted with a physician's note. Time off for periodic doctor, physical therapy, or other medical appointments related to the treatment of the injury are deducted from the employees' sick leave balance.

- 4.2 AMBAG recognizes that cell phones, in particular smart phones (mobile phones that combine digital voice service with advanced features and connectivity that allow e-mail capability, internet access, data storage, etc.), are helpful tool for employees who routinely work outside the office, need to be reachable outside of usual business hours, or travel frequently on behalf of the agency. AMBAG does not typically purchase or provide cell phones to employees. Instead, AMBAG believes it is mutually beneficial to provide a monthly service allowance of \$25.00 to eligible employees who use their cell phone for agency related business.
- BUSINESS USE OF PERSONAL CELL PHONES

- 4.3 AMBAG may not enter into contracts, other than employment contracts, with employees, members of any employee's immediate family, or with entities in which an employee has a financial or other prohibited interest if the contract will cause a conflict of interest prohibited by state or federal law. If an employee is aware that AMBAG is considering entering into such a contract, the employee must notify the Executive Director immediately of the potential conflict of interest. Failure to report such a conflict shall subject an employee to discipline up to and including termination.
- CONFLICTS OF INTEREST

- 4.4 It is the policy of AMBAG to provide a work environment free from unlawful discrimination based upon the following protected classes: race, color, sex, gender, creed, religion, national origin, age, marital status, ancestry, medical condition (AIDS/HIV, history of cancer), disability, sexual orientation, gender identity, gender expression, or genetic information. Discrimination can include any unequal treatment or actions that indirectly result in unequal treatment of persons in a class protected by law.

AMBAG is committed to investigating and resolving any complaints of discrimination. Retaliation for making a complaint or participating in the investigatory process is prohibited. Disciplinary action, up to and including termination, will be taken for improper behavior. Employees are expected to adhere to a standard of conduct that is respectful to all persons within the work environment. AMBAG's Discrimination and Harassment Prevention Policy contains reporting requirements for all personnel. Any concerns or incidents regarding discrimination should be reported immediately by any person with knowledge, either seen or heard, that an incident may have occurred, in accordance with the policy. Personnel in supervisory positions have an affirmative obligation to report all harassment and discrimination of which they are aware to the Executive Director.

Refer to AMBAG's Discrimination and Harassment Prevention Policy/Procedure for further information on this topic.

- 4.5 AMBAG is committed to providing a drug- and alcohol-free workplace and preventing substance abuse by employees.

DRUG- AND
ALCOHOL-FREE
WORKPLACE

An employee performing AMBAG business shall not be under the influence of a controlled substance, and employees shall not engage in the manufacture, distribution, dispensing, possession, or use of a controlled substance. An employee shall not sell, offer, or provide an illegal drug to another person while conducting AMBAG business.

Employees shall not possess or consume an open container of alcohol or an illegal drug on AMBAG premises, nor shall employee allow an open container of alcohol or an illegal drug to be placed or carried in an AMBAG vehicle or in any vehicle over which an employee has control while conducting AMBAG business. AMBAG discourages the consumption of alcohol by employees while conducting AMBAG business whether or not such consumption will cause the employee to be considered under the influence of alcohol.

Sealed containers of alcohol, such as those gifted to or between co-workers, or purchased by an employee for consumption during non-work hours away from AMBAG premises, are permitted on a limited basis. In such cases, the sealed container must remain under the control of the employee in their office or workstation, kept out of the immediate view of others, and be removed from AMBAG premises at the end of the business day on which it was received. Employees shall not place the sealed container of alcohol in public or common areas, such as a refrigerator in a break room.

Refer to AMBAG Substance Abuse Policy for further information on this subject.

- 4.6 As required by law, some AMBAG employees must file a Financial Disclosure Statement entitles Form 700, Statement of Economic Interests. The statement must be filed upon entering employment, and annually thereafter prior to March 31, and/or when an employee's position is first identified as a position designated for financial disclosures, and at termination from employment. Failure to submit the required financial disclosures in a complete and timely manner may be cause for discipline.

FINANCIAL
DISCLOSURE

- 4.7 No employee of AMBAG shall accept any favors, gifts (eg., meals), or gratuities of significant value from persons, concerns, or corporations who have, or seek to have, contracts with AMBAG. Favors, gifts, or gratuities totaling less than \$50 annually from a person, concern, or corporation shall not be considered significant for purposes of AMBAG policy. Violation of this section may result in immediate termination of an employee.

GIFTS AND
GRATUITIES

4.8 It is the policy of AMBAG to provide a work environment free from harassment of an applicant or employee because of race, color, religious creed (including religious dress or grooming practices), national origin, ancestry, age, gender (including pregnancy, childbirth, or breastfeeding), medical condition (including AIDS/HIV, history of cancer), disability (including mental or physical), genetic information, sexual orientation, marital status, military status, military or veteran's status, or any other category protected under federal or state law.

HARASSMENT

In addition, abusive conduct is prohibited at AMBAG. "Abusive conduct" means conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as 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.

AMBAG is committed to investigating and resolving any complaints of harassment, including sexual harassment and abusive conduct. Retaliation for making a complaint or participating in the investigatory process is prohibited. Disciplinary action, up to and including termination, will be taken for improper behavior. AMBAG employees, volunteers and contractors are expected to adhere to a standard of conduct that is respectful to all persons within the work environment. AMBAG's Sexual Harassment and Complaint Procedures Policy contains reporting requirements for employees. Any concerns or incidents regarding abusive conduct, harassment or discrimination should be reported immediately by any employee with knowledge, either seen or heard, that an incident may have occurred, in accordance with the Discrimination and Harassment Prevention and Sexual Harassment Policies. Employees in supervisory positions have an affirmative obligation to report all abusive conduct, harassment, and discrimination of which they are aware to the Director of Finance and Administrative Services.

Refer to AMBAG's Sexual Harassment and Complaint Procedures Policy and Discrimination and Harassment Prevention for further information on this topic.

4.9 AMBAG has established procedures that reduce the risk of heat illness for employees who routinely, or from time-to-time, perform their job duties in an outdoor location, whenever environmental or personal risk factors for heat illness are present. For purposes of this policy, examples of "outdoor work locations" include, but are not limited to, roadways and associated facilities, construction sites, fields and parkland areas, beaches and lagoons, yards, outdoor areas adjacent to buildings, such as loading docks, and sites where outdoor public outreach activities occur. Additional protective measures and caution will be exercised when the risk for heat illness is higher, such as during a heat wave or in other severe working or environmental conditions.

HEAT ILLNESS PREVENTION

Refer to AMBAG's Heat Illness Prevention for further information on this topic.

4.10 All persons working at AMBAG, including regular staff, interns, temporary and contract employees and volunteers are responsible for complying with safe and healthful work practices. AMBAG’s system of ensuring that all employees comply with these practices includes the following practices:

INJURY AND ILLNESS
PREVENTION

- Informing employees of the provisions of our Injury and Illness Prevention Program
- Evaluating the safety performance of employees when appropriate
- Providing training to employees regarding prevention and safe work practices
- Disciplining employees for failure to comply with safe and healthful work practices

Refer to AMBAG’s Injury and Illness Prevention Policy/Procedure Supplement for further information on this topic.

4.11 In accordance with California law, all intellectual property developed by employees during employment by AMBAG using AMBAG equipment or funds are the property of AMBAG. Title to the intellectual property may belong exclusively to the employee inventor if the employee develops the intellectual property on personal time using non-AMBAG property and the intellectual property is not within the scope of the employee’s job description or classification.

INTELLECTUAL
PROPERTY

4.12 AMBAG employees are not permitted to engage in any outside endeavor that may cause a conflict with their employment at AMBAG without prior approval. Outside endeavors include, but are not limited to, employment with another organization, operation of a self-owned or family business, outside occupation, enterprise, or participation on a board of directors, committee, or similar entity, whether or not any such positions are paid or performed as a volunteer.

OUTSIDE
EMPLOYMENT/
ENDEAVOR

The outside employment/endeavor must not trigger any of the following criteria:

- a. Create a conflict of interest with the employee’s AMBAG position
- b. Interfere with the employee’s efficiency and quality of work for AMBAG
- c. Interfere with the employee’s ability to perform his/her AMBAG job responsibilities during core AMBAG business hours

Employees are required to consult with the Executive Director if there is any possibility that outside employment or an endeavor will cause a financial or organizational conflict of interest for the employee and/or AMBAG.

The employee shall notify the Executive Director of the name and location of any outside endeavor (including self-employment) prior to engaging in any outside endeavor that will or could trigger one of the criteria above. Outside work or business ownership shall be permitted only upon prior approval of the Executive Director. Employees should consult with the Executive Director before engaging in an enterprise such as serving on a board or committee outside of AMBAG if there is any possibility that such service will cause a financial or organizational conflict of interest for the employee.

- 4.13 Persons using AMBAG electronic resources, including but not limited to computers, iPads, phones, servers, networks, copiers and scanners, should have no exception of privacy with regard to the information owned, retained, used, or transmitted to AMBAG. This lack of privacy applies whether or not a device is password protected and whether or not data is stored on hardware at an employee's workstation or shared drive space. Such information is within AMBAG's control and may be searched or made subject to disclosure at any time. AMBAG policy prohibits use of AMBAG electronic resources for certain types of activities.

ELECTRONIC
RESOURCE USAGE –
NO PRIVACY

Refer to AMBAG's Technology and Electronic Resources Policy/Procedure for further information on this topic.

- 4.14 It shall be the responsibility of each employee to keep the Director of Finance and Administrative Services current on personal information necessary to administer the AMBAG benefits and emergency notification programs, including employee's current address and phone number.

PERSONAL
INFORMATION –
UPDATING THE
AGENCY

- 4.15 Confidential personnel records and other written documents, including attendance records, performance evaluations, or disciplinary documentation, shall be retained as necessary for human resources administration and to protect the interest of AMBAG and its employees. Employee medical records such as authorizations for medical leave, benefits, and workers' compensation records shall be maintained in files separate from personnel records and shall be kept private to the extent permitted by law. Employees shall have the right to access their personnel files with prior notice. Files will be made available within 30 days of such a request. Files may not be removed from the AMBAG office. In addition, employees shall be allowed copies of documents in their personnel files.

PERSONNEL
RECORDS

- | | | |
|------|--|----------------------------|
| 4.16 | No employee of AMBAG shall participate in any political activity prohibited by pertinent provisions of state or federal law. | POLITICAL
ACTIVITY |
| 4.17 | No employee of AMBAG shall use an AMBAG position or its facilities, equipment, supplies or information developed at public expense for private gain or advantage. | PRIVATE GAIN |
| 4.18 | <p>It is policy of AMBAG to provide a safe work environment free of violence and hostility. All persons working at AMBAG are prohibited from engaging in hostile acts while carrying out duties for AMBAG, including, but not limited to: assault, threats, use of profanity or abusive language, harassment, theft, destruction, defacement, misuse of AMBAG's property, insubordination, possession of firearms or other weapons, and reporting to work under the influence of alcohol or controlled substances. Employees are required to report incidents of violence, possession of weapons, or unsafe or hazardous conditions to the Executive Director.</p> <p><i>Refer to the AMBAG Violence in the Workplace Policy/Procedure for further information on this topic.</i></p> | SAFE WORK
ENVIRONMENT |
| 4.19 | The sale, offering for sale, solicitation of sales or orders for vending or peddling of any goods, wares, articles, services, or merchandise of any kind for a for-profit business enterprise using AMBAG equipment or its premises is prohibited. The prohibition does not apply to AMBAG employees or agents conducting AMBAG business or transactions that are for charitable non-profit purposes that do not interfere with AMBAG business, or to transactions or activities relating to employee-sponsored causes and events, such as, but not limited to, holiday picnics or retirement parties. | SALES ON AMBAG
PROPERTY |
| 4.20 | <p>In order to assist in fostering the desired AMBAG goals, the staff, together with the local community, has a right to expect the business of AMBAG to be conducted with efficiency, fairness, impartiality, and integrity. Employment at AMBAG carries with it an obligation to the public interest. It requires standards of professional behavior from staff that promotes and maintains public confidence and trust. At the same time, staff should not be subject to unnecessary restrictions simply because they work for AMBAG. Staff has all the normal rights of persons under state and federal law. Although no one set of rules can answer all ethical questions, the Standard of Conduct policy provides AMBAG staff with an ethical framework for their decisions, actions, and behavior. In this regard, it explains the principles covering appropriate conduct in a variety of contexts and outlines the minimum standard of behavior expected of staff. Staff are expected to comply with this policy as well as all other state and federal laws regarding employment by public agencies including, but not limited to, conflict of interest laws.</p> <p><i>Refer to AMBAG's Standard of Conduct Policy/Procedure for further information on this topic.</i></p> | STANDARD OF
CONDUCT |

4.21 It is the policy of AMBAG to establish and maintain a safe and healthy workplace for all AMBAG employees that is free of any adverse effects on job performance caused in any way by the use or presence of drugs or alcohol. AMBAG's Employee Assistance Program provides assistance toward rehabilitation for any eligible AMBAG employee seeking help to overcoming addiction to, dependence upon, or problems related to the abuse of drugs or alcohol.

SUBSTANCE ABUSE

Refer to AMBAG's Substance Abuse Policy/Procedure for further information on this subject.

4.22 The use of AMBAG's technology and electronic resources is a privilege what may be revoked at any time. AMBAG will not tolerate misuse of its property. AMBAG's technology and electronic resources include, but are not limited to: computing devices, computer systems, software, hardware, networks, electronic mail, Internet services, Intranet, voicemail system, facsimile machines, and photocopiers.

TECHNOLOGY AND ELECTRONIC RESOURCES

The Technology and Electronic Resources Policy applies to all users of AMBAG's technology and electronic resources, whether or not they are employees or independent contractors; whether or not they are using AMBAG's technology or resources during or after work hours; or whether they access the technology or resources from AMBAG's premises or some other location.

Users should not expect that the information placed on or through AMBAG's electronic resources is private. By using AMBAG's technology and electronic resources, users consent to the monitoring discussed in the Technology and Electronic Resources Policy without any additional notice.

Refer to AMBAG's Technology and Electronic Resources Policy/Procedure for further information on this topic.

4.23 AMBAG attempts to provide a safe work environment free of violence, threats, or intimidations. All persons at AMBAG can help to ensure a safe working environment by taking precautions and reporting inappropriate behavior.

VIOLENCE IN THE WORKPLACE

Violence, threats, and intimidation are prohibited in AMBAG's workplace. AMBAG defines violence, threats, and intimidation to include:

- Physical Abuse
- Physical or verbal intimidation
- Threats
- Vandalism
- Arson
- Sabotage
- Stalking
- Telephone harassment

- Obscene telephone calls
- Use, sale, or possession of weapons at the workplace
- Acts that management deems inappropriate to the workplace
- Offensive jokes or comments regarding participation in violent events

This list is not meant to be exhaustive.

Refer to AMBAG’s Violence in the Workplace Policy/Procedure for further information on this topic.

4.24 AMBAG is committed to being a good steward of public resources and has implemented systems of internal and management control to reduce the possibility of fraud, waste and abuse. However, these systems do not eliminate the possibility. It is the policy of AMBAG to encourage employees to disclose wrongful conduct which constitutes serious violation of AMBAG policy; violation of state and federal laws; the use of AMBAG property, resources or authority for personal gain or other non-business related purposes. AMBAG is committed to investigating whistle blower complaints and taking necessary corrective action. Retaliation for making a complaint or participating in the investigative process is prohibited.

WHISTLE BLOWER
COMPLAINTS

Refer to AMBAG’s Whistle Blower Complaint Policy/Procedures for further information on this topic.

4.25 Generally, AMBAG employees will be assigned a desk and a workspace to carry out their duties. The desk, electronic equipment, and other office equipment are AMBAG property. From time to times, it may be necessary for AMBAG supervisory staff or their designees to look in files desk drawers, and office space utilized by other employees. Employees should not expect their desks, file cabinets, or office space to be private. Employees should also not expect privacy with regard to information placed on AMBAG’s PC’s and other electronic resources.

WORKSPACE
PRIVACY

Refer to AMBAG’s Technology and Electronic Resources Policy/Procedure for further information on this topic.

5. Benefit Highlights

- | | | |
|-----|--|-------------------------------------|
| 5.1 | <p>The benefits described in Section 5 and its subparts are generally available to all Regular, Probationary, and Limited-Term Full-Time employees, except as noted below. Some of the benefits outlined in Section 5 of this Handbook also are available to Retired Annuitants, Temporary, and Contract Staff as specifically stated in this Handbook.</p> | AVAILABILITY OF
BENEFITS |
| 5.2 | <p>COBRA is a statute that provides for the continuation of group health insurance coverage for members and/or qualified beneficiaries when coverage would end because of the following reasons:</p> <ul style="list-style-type: none">• Loss of coverage of a member or qualified beneficiary due to a reduction in benefit-eligible employment hours of termination of benefit-eligible employment, excluding termination for gross misconduct;• Loss of coverage of a qualified beneficiary due to divorce or legal separation;• Loss of coverage of a qualified beneficiary due to death of a member;• Loss of coverage of a qualified beneficiary due to the member's entitlement to Medicare benefits; and• No longer meeting the eligibility requirements as a member's dependent. <p>If employment is terminated, the employee will be sent notification regarding their rights and obligations under COBRA. Otherwise, the employee or qualified beneficiary is responsible for informing the Director of Finance and Administrative Services of any circumstances under which continuing coverage under COBRA would apply.</p> | CONTINUATION OF
BENEFITS (COBRA) |
| 5.3 | <p>AMBAG offers all Regular, Probationary, and Limited-Term Full-Time employees the ability to enroll in a Deferred Compensation Program.</p> | DEFERRED
COMPENSATION
PROGRAM |
| 5.4 | <p>AMBAG provides Regular, Probationary, and Limited-Term Full-Time employees with dental insurance. AMBAG pays for employee dental insurance premiums, dependent coverage is available at employee expense to the extent permitted by AMBAG's Dental Plan documents. Part-time Regular, Probationary, and Limited-Term Full-Time employees will pay a pro-rated premium for dental insurance benefits based upon the number of hours worked each week.</p> | DENTAL
INSURANCE |
| 5.5 | <p>AMBAG shall provide long-term disability insurance for all Regular, Probationary, and Limited-Term Full-Time employees. An employee must utilize any accrued leave as a supplementary source to ensure payment of normal wages of up to 40 hours per workweek while on disability leave. In no event will an employee be allowed to use accrued leave to receive aggregate pay and benefits in excess of the amount of wages earned by the employee in a typical workweek prior to his/her commencement of leave. If an employee uses accrued leave while waiting for his/her disability payments in commence, the agency will make adjustments as appropriate for any leave used that resulted in an overpayment as indicated above.</p> | DISABILITY
INSURANCE |

5.6 A domestic partner, or child of an employee whose domestic partnership has been established as provided in this Handbook, shall be entitled to the health benefits available under AMBAG's contract with CalPERS and its dental and vision insurance providers. AMBAG will respond to all other requests for insurance benefit coverage for dependents of its employees consistent with applicable laws and insurance policy provisions.

DOMESTIC
PARTNER BENEFITS

5.7 All AMBAG employees, and members of their household, are eligible to obtain confidential counseling as well as other benefits through AMBAG's Employee Assistance Program. Counseling is provided for problems such as marital issues, family relationships, depression and anxiety, alcohol and drug issues. There is no cost to the employee for this benefit.

EMPLOYEE
ASSISTANCE
PROGRAM

5.8 Ergonomics is the science of arranging the environment to fit the person in it. Applying ergonomic principles can help reduce the risk of injuries in the workplace. The goal of AMBAG's Ergonomics Program is to reduce or eliminate work-related hazards that contribute to the development of musculo-skeletal disorders (MSDs). AMBAG will take a proactive approach in anticipating ergonomic hazards and correcting them.

ERGONOMICS

If AMBAG determines that an employee's MSD or MSD signs or symptoms, are connected to that employee's job, AMBAG will provide the employee with an opportunity to contact a health care professional and receive work restrictions, if necessary. If an MSD, or MSD sign or symptom, is reported to the Director of Finance and Administrative Services who will evaluate the job and, if MSD hazards are found, will take steps to reduce those hazards. Please contact the Director of Finance and Administrative Services if you would like a workspace analysis.

Refer to AMBAG's Ergonomics Policy/Procedure for further information on this topic.

5.9 A Life Event Change allows an employee to add or remove dependents from their current benefit plan elections when unforeseen circumstances occur between Open Enrollments. Only specific events qualify as a change in family status; these include;

LIFE EVENT
CHANGE

- Marriage
- Divorce/legal separation/annulment
- Birth of a child
- Child reaching maximum coverage age
- Legal adoption/placement of child
- Involuntary loss of outside coverage
- Open enrollment at spouse's employment
- Beginning/end of Same Sex Domestic Partner Relationship

In addition to the events noted above, an employee may revoke their election of AMBAG-provided medical insurance outside open enrollment if:

- The employee's hours of service are reduced to fewer than 30 hours per week on average and the employee has enrolled in a health insurance plan offered via a health reform Exchange.
- The employee has enrolled in a health insurance plan offered via an Exchange and wishes to avoid duplicate coverage due to an overlap in plan years.

If a qualifying event occurs, it must be reported within 31 days, and the family change must relate to the benefit change requested. As an example, adding or dropping medical plan dependents is common in the case of birth, marriage, or divorce. If a benefits change request is not made within the 31-day period following the family change, changes cannot be made until the next Open Enrollment period. A family status change does not give an employee the ability to change benefit plans (for example, move from an HMO to a PPO), only to add or remove dependents from their current benefits plan elections.

5.10 AMBAG offers all Regular, Probationary, and Limited-Term employees the ability to participate in a flexible spending program for medical, orthodontic, and child-care expenses through AMBAG's Flexible Spending Program. FLEXIBLE SPENDING PROGRAM

5.11 AMBAG supports the concept and use of an alternative work schedule as a means of providing work/life balance. AMBAG views an alternative work schedule as one that permits flexible starting and ending times within limits set by management. These schedules generally adhere to the agency's core work hours. FLEXIBLE WORK SCHEDULES

A flextime program can maximize employee productivity, improve employee morale, reduce traffic congestion during peak travel periods, provide opportunities for employees to conduct personal business without taking either paid or unpaid time off, allow greater employee participation in family and community activities, and increase flexibility in meeting irregular scheduling needs while still being a productive employee. Alternative work schedules are subject to approval by both AMBAG and the employee as it may not be appropriate for some employees and some jobs. Approval is at management's option; it is not a benefit to which employees have any vested right. Approval of an alternative work schedule can be revoked at the discretion of the Executive Director.

Refer to AMAG's Flexible Work Schedule Policy/Procedure for further information on this topic.

5.12 AMBAG shall provide term life insurance for all Regular, Probationary, and Limited-Term employees in the amount of \$50,000. LIFE INSURANCE

- 5.13 AMBAG provides Regular, Probationary, and Limited-Term employees with medical insurance; coverage also is available for an employee's dependents, to the extent permitted by AMBAG's Medical Plan documents. MEDICAL INSURANCE

AMBAG employees may choose from among the health plan(s) offered by AMBAG. Premiums for specific health plans are paid on behalf of the employee by AMBAG. Coverage is effective the first of the month after the employee's hire date. COBRA coverage available upon termination is subject to conditions. AMBAG pays only the non-elective employer contribution for retiree coverage according to conditions defined by CALPERS.

Regular full-time employees may take a cash in-lieu of medical benefits option. The option pays a monthly benefit of \$500. Any regular full-time employee that is eligible and chooses this option must provide evidence that they have current medical coverage elsewhere. Proof of coverage must be provided annually. Should medical coverage lapse, the employee shall immediately forfeit their cash in-lieu option and will be enrolled in all AMBAG medical benefits.

- 5.14 AMBAG provides an Open Enrollment period once a year, usually in the month of September, during which time benefit-eligible employees may review current benefit elections, or enroll in or make changes to existing coverage for the following benefit plans: health, dental, vision, and flexible spending accounts. In certain life-status change situations, benefit elections may be made outside of the Open Enrollment period; refer to Section 5.11 for additional information. OPEN ENROLLMENT

5.15 AMBAG provides pension through CalPERS for eligible employees. At the time of hire, employees eligible to participate in the plan must work at least 1,000 hours in a fiscal year. Benefits will be in accordance with CalPERS regulations and the AMBAG contract with CalPERS, as follows:

- 2% at Formula (unless considered at new employee under the Public Employees' Pension Reform Act of 2013 (PEPRA), the formula rate would then be 2% at 62)
- Minimum service requirement: age 50 with 5 years of service (unless PEPRA)
- Final compensation: highest 36 month average (unless PEPRA)
- Military Service Credit: up to four (4) years credit available at employee's expense.

AMBAG employees may defer compensation up to that amount permitted under current Internal Revenue Service regulations by investing in either or both the CalPERS Supplemental Income Plan (Voya Financial) and the ICMA-RC Deferred Compensation Program as contracted by

At the time of hire, AMBAG employees are automatically members of the Medicare system. AMBAG and its employees each pay statutory amounts into the plan.

At the time of hire, AMBAG employees automatically become members of the Federal Social Security System for Retirement. AMBAG and its employees each pay statutory amounts into the fund.

Subject to continuing approval of the AMBAG Board, all employees hired prior to February 1, 2012, who are active CalPERS members, are eligible to have the member's share of the CalPERS retirement benefit, equal to 7 percent of salary, paid by AMBAG. Employees hired after February 1, 2012, are responsible for paying the employee contribution of the CalPERS retirement benefit.

- 5.16 AMBAG supports teleworking as an innovative work option benefiting AMBAG employees and the region. Teleworking is an opportunity for employees to establish an alternate work arrangement that allows them to work at home or at another location part of their regular workweek.

TELEWORKING
OUTSIDE OF THE
OFFICE

A teleworking program can maximize employee productivity, improve employee morale and motivation, and reduce traffic congestion during peak travel periods. Teleworking is subject to approval by both AMBAG and the teleworker as it may be appropriate for some employees and some jobs.

Teleworking cannot interfere with the accomplishment of AMBAG business nor can teleworking cause a reduction in the levels of service presently being provided. Approval for teleworking is at management's option; it is not a benefit to which employees have any vested right. Approval of a teleworking schedule can be revoked at the discretion of the Executive Director.

Refer to AMBAG's Teleworking Outside of the Office Policy/Procedure for further information on this topic.

- 5.17 AMBAG provides Regular, Probationary, and Limited-Term employees vision insurance. Coverage also is available for an employee's dependents, based upon AMBAG's Vision Plan documents. AMBAG pays for employee vision insurance premiums, dependent coverage is paid by employee. Part-time Regular, Probationary, and Limited-Term employees will pay a pro-rated premium for vision insurance benefits based upon the number of hours worked each week.

VISION INSURANCE

- 5.18 AMBAG shall provide Workers' Compensation as required by the Workers' Compensation Act of the State of California. An employee must utilize any accrued leave as a sole or supplementary source of income to ensure payment of normal wages of up to 40 hours per workweek while on leave for a Workers' Compensation injury. In no event will an employee be allowed to use accrued leave to receive aggregate pay and benefits in excess of the amount of wages earned by the employee in a typical workweek prior to his/her commencement of leave. While on an approved Worker's Compensation leave, AMBAG will continue to pay the employee's health insurance premiums to the extent those premiums normally were covered by AMBAG and the employee shall continue to accrue vacation/sick leave benefits.

WORKERS'
COMPENSATION

6. Time Off

- 6.1 AMBAG may place an employee on Administrative Leave, with pay and benefits, when it is determined that is in the best interest of the employee and/or agency that the employee not remain in the office. Examples of reasons a employee may be placed on Administrative Leave include: 1. to facilitate the investigation of allegations of misconduct, or 2. to remove an individual from the workplace who is, or has the potential to, behave in a disruptive manner. All Administrative Leave requests will be coordinated by the Director of Finance and Administrative Services and approved by the Executive Director. ADMINISTRATIVE LEAVE
- 6.2 Full-time Regular and Limited-Term employees may take three days (24 hours) (in state) or five days (40 hours) (out of state) of bereavement leave per occurrence due to the death of a member of the immediate family. Immediate family member is defined as a relative such as a spouse, children or step-children, sister, brother, father, mother, father-in-law, mother-in-law, grandparent, step-parent, one who stands in the place of a parent, a domestic partner, children of a domestic partner, or other relative living in the same household. Employees are not required to use accrued vacation or floating holidays for qualified bereavement leave in accordance with the above stated hours. Part-time Regular and Limited-Term employees will receive pro-rated leave benefits based upon their pre-approved standard work schedule. BEREAVEMENT LEAVE
- 6.3 Full-Time Regular employees are eligible to receive up to 30 business days of paid leave to serve as an organ donor and up to five business days of paid leave to serve as a bone marrow donor in a one-year period. The one-year period is measured from the date the employee's leave begins and shall consist of 12 consecutive months. Employees must be employed by AMBAG for at least 90 days immediately preceding the commencement of leave and request leave in writing. Employees must also provide the Director for Finance and Administrative Services written physician verification of the purpose and length of each leave. When available, the employee must utilize up to five business days of accrued but unused sick or vacation leave for initial bone marrow donation leave and up to two weeks of accrued but unused sick or vacation leave for initial organ donation leave. BONE MARROW AND ORGAN DONATION LEAVE
- 6.4 AMBAG has a Catastrophic Leave Program Policy that may provide an employee additional paid time off when all of his/her leave balances are exhausted, the employee qualifies for Catastrophic Leave under the policy, and another employee has donated vacation, or sick leave time to the Catastrophic Leave program. All such donations shall be credited as sick leave time to the employee receiving the benefit. CATASTROPHIC LEAVE

Refer to AMBAG's Catastrophic Leave Policy/Procedure for further information on this topic.

- 6.5 Regular Full-Time employees who are voluntary members of the California Wing of the Civil Air Patrol will be permitted no less than 10 days of unpaid leave per calendar year in order to respond to an emergency operational mission as defined by state law. In order to qualify for leave under this policy, an employee volunteer member must be employed by AMBAG for at least 90 days immediately preceding the commencement of leave. The employee must give AMBAG as much notice as is possible of the intended leave dates. Leave for a single emergency operational mission shall not exceed three days, unless an extension of time is granted by the governmental entity that authorized the emergency operational mission, and the extension of the leave is approved by AMBAG. AMBAG may require certification from the proper Civil Air Patrol authority to verify the employee's eligibility for leave. AMBAG reserves the right to deny the leave request if the employee fails to provide the required certification. Upon expiration of the leave, AMBAG will restore the employee to his or her position or to a position with equivalent seniority, benefits, pay and other terms and conditions of employment, unless the employee is not restored because of conditions unrelated to use of leave under this policy. This policy does not apply to employees who serve as first responders or disaster service workers for a local, state, or federal agency to the same or a simultaneous emergency operational mission. Employees may substitute accrued vacation for unpaid leave, but are not required to exhaust accrued leave prior to taking leave under this policy. CIVIL AIR PATROL LEAVE
- 6.6 Unless an employee is appearing on behalf of or at the request of AMBAG, an employee must obtain approval from his/her supervisor and use accrued vacation or take leave without pay for appearance in court as a witness or as a party to a lawsuit. COURT APPEARANCES
- 6.7 Employees will be granted disability leave as required by law. Disability benefits will be paid to eligible employees following a 30 day waiting period at a rate of up to 60% of regular base pay. During the 30 day waiting period, employees must use accrued vacation, sick leave, catastrophic leave, time, floating holidays, or other available leave balances. Once payment of disability benefits commences, employees must use available leave time balances to supplement their disability benefits in order to maintain their normal level of pay during the disability period. DISABILITY LEAVE
- Employees must notify AMBAG immediately upon a physician's determination that the employee no longer is disabled and/or is able to return to work. If an employee fails to report to work after a physician has determined that the employee is able to return to work and the employee has not obtained approval for a leave of absence, the employee will be considered to have voluntarily resigned, effective three (3) days after the first workday the physician designates he/she no longer is disabled and/or is able to return to work.
- Refer to AMBAG's Family Care and Medical Leave Policy for information about benefit coverage during disability leave.*
- 6.8 AMBAG will not discriminate against employees who are victims of domestic violence, sexual assault or stalking for taking time off from work to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of a victim or his or her child. DOMESTIC VIOLENCE
- AMBAG will also not discriminate against an employee who is a victim of domestic violence, sexual assault or stalking for taking time off from work to seek medical attention for injuries caused by such domestic violence, sexual assault of stalking, to obtain services from a related support program, to obtain psychological counseling, or to participate in actions to increase safety from future domestic violence, sexual assault of stalking, including temporary or permanent relocation.
- Affected employees must give AMBAG reasonable notice that they are required to be absent for a purpose stated above, except for unscheduled or emergency court appearances or other emergency circumstances. In such a case, AMBAG will take no action against affected employees if, within a reasonable time after the appearance, they provide AMBAG with documentary evidence that their absence was required for any of the above reasons.

- 6.9 Employees who perform emergency duty as a volunteer firefighter, reserve peace officer, or as emergency rescue personnel, as defined, may take up to 14 days per year as leave of absence for the purpose of engaging in fire, law enforcement, or emergency training. EMERGENCY SERVICES LEAVE
- 6.10 An extended leave of absence is an absence in excess of three weeks. No such leave shall be granted except upon written request of the employee to the Executive Director. Approval shall be in writing and a copy shall be filed in the employee's personnel folder. No benefits or reinstatement rights will accrue to an employee, including those based on seniority, during the time an employee is on an extended leave of absence unless such accrual is required by law. EXTENDED LEAVE OF ABSENCE

The Executive Director may grant a Regular employee a leave of absence for a period not to exceed six (6) months (including any leave required by law) if either or both of the following is found:

- a. The employee's activities during the leave of absence will improve the employee's proficiency, return of the employee is desired and expected, and granting the leave is in AMBAG's best interest.
- b. Circumstances are such that the employee must resign if leave is not granted, the employee's return is desired and expected, and the inconvenience of the employee's absence is justified.

Additional leave beyond six (6) months may be granted by the Executive Director to Regular employees for extraordinary reasons such as a job rotation with another government agency or sabbatical leave that provides opportunities for the employee to pursue studies or career development that will benefit AMBAG.

6.11 In compliance with the Family and Medical Leave Act, the California Family Rights Act, and the Pregnancy Disability Leave Act, the Executive Director will grant job-protected family and medical leave to eligible employees for up to 12 weeks per rolling 12-month period for the reasons shown below.

- Birth of a child and in order to care for the child
- Placement of a child with the employee for adoption or foster care
- Caring for a parent (or someone who stands in the place of a parent), registered domestic partner, spouse, or child of the employee due to serious health condition
- Serious health condition that makes the employee unable to perform the functions of the employee's position
- Caring for an immediate family member who is a member of the National Guard or Reservist

Up to 4 months (defined as one-third of a year, 17 ½ weeks, or 693 hours) of Pregnancy Disability Leave (PDL) may be granted to eligible employees who are disabled related to pregnancy or pregnancy medical condition, Pregnancy Disability Leave is coordinated with leave provided under FMLA and/or CFRA.

Up to twenty-six (26) weeks of Military Caregiver Leave may be granted to eligible employees for care of an injured service member in the Armed Forces of Reserves who has a qualifying exigency.

Employees may use accrued sick leave and vacation leave balances during maternity leave for reasons of Pregnancy Disability Leave. Sick leave and vacation credits cease to accrue effective the beginning of the pay period after all leave time has been exhausted.

Refer to AMBAG's Family Care and Medical Leave Policy/Procedure for further information on this topic.

6.12 Full-time Regular, Probationary, and Limited-Term employees shall be entitled to be absent from work on designated agency holidays and will be paid for the holiday. Part-time Regular, Probationary, and Limited-Term employees on any other type of consistent, reduced work schedule shall be paid for the designated agency holidays on a pro-rated basis based upon their pre-approved Part-time work schedule.

The following holidays shall be observed:

New Year's Day

Martin Luther King Day

Presidents' Day

Memorial Day

Independence Day

Labor Day

Veterans Day

Thanksgiving Day and the day after

Christmas Eve and Christmas Day

Special holidays proclaimed by the President of the United States and the Governor of California may be granted upon approval of the Executive Director and ratified by the Board of Directors.

When a holiday falls on a Saturday, the prior Friday shall be observed. When a holiday falls on a Sunday, the following Monday shall be observed.

When a holiday falls on a regularly scheduled flex day, full-time employees will be credited with 8 hours of floating holiday. If an eligible non-exempt employee works on a holiday, they will be paid regular holiday pay and then straight time for the hours worked on a holiday. Exempt employees will not receive additional pay or benefits if they work on a holiday.

Holiday pay will be prorated for full-time employees who are not in a fully paid status at the time of the holiday as follows:

- For non-exempt employees – pro-rated holiday pay will be determined by comparing the number of hours the employee is in a paid status during the week in which the holiday falls relative to the number of available work hours during the week in which the holiday falls (80 hours less holiday hours).
- For exempt employees – pro-rated holiday pay will be determined by comparing the number of hours the employee is in a paid status during the pay-period in which the holiday falls relative to the number of available work hours in which holiday falls (80 hours less holiday hours).

The holiday schedule for the upcoming calendar year shall be posted in AMBAG offices and circulated to staff annually each December.

- 6.13 Full time Regular, Probationary, and Limited-Term Full-Time employees are entitled to two floating holidays per calendar year. New employees are credited two floating holidays upon the first day of employment and every January 1st thereafter. Under normal circumstances, the use of floating holidays must be approved in advance at the discretion of the employee's immediate supervisor. Floating holidays cannot be accrued. HOLIDAYS, FLOATING
- 6.14 All Regular, Probationary, and Limited-Term employees when duly called by a public authority to serve on any jury, shall be entitled to be absent from their duties with AMBAG during the period of such service or while necessarily being present in court as a result of such call. Under these circumstances, the employee shall be paid their normal salary and benefits and any payment received by them for such jury duty. The employee should notify his/her supervisor of the need to take time off from work for jury duty as soon as the summons is received. The employee shall provide written verification from the court clerk for each day of jury duty, showing the time the employee arrived for duty and left the court for the day. If work time remains after any day of jury selection or jury duty, the employee is expected to make arrangements with their supervisor regarding the appropriateness of returning to work for the day. AMBAG may request deferment of jury service for an employee during peak periods of work at AMBAG. All part-time Regular, Probationary, and Limited-Term employees on any other type of consistent, reduced work schedule shall be paid for hours of jury duty based on their pre-approved Part-time work schedule. Part-time employees are not eligible for this benefit. For those employees with an approved flex schedule, if jury duty falls on the employee's regularly scheduled flex day, the employee will not be entitled to paid time off for that day and will resume their normal flex schedule upon returning to work. JURY DUTY
- For non-exempt employees, it is important to remember that no more than 40 hours can be recorded in a workweek. Depending upon the number of jury duty hours occurring during a workweek, the manager and employee must discuss reallocating work hours for the remainder of the workweek so that, combined with the jury duty hours, total hours equal no more than 40 for the workweek.
- 6.15 It is the employee's responsibility to acquire authorization for leave from his/her immediate supervisor. Absence of any employee without authorized leave for three consecutive days shall constitute a voluntary resignation of the employee and voluntary waiver of all rights afforded by this Handbook. Failure of an employee to report for work or to obtain authorization for continuance of leave within three working days after the expiration of an authorized leave of absence shall constitute voluntary resignation of the employee and voluntary waiver of all rights afforded by this Handbook. LACK OF AUTHORIZATION FOR LEAVE
- 6.16 AMBAG will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child. The break time should coincide with the employee's paid rest periods. A private room with a door that can be locked will be designated for lactation. Employees should contact Director of Finance and Administrative Services with any additional accommodation requests. LACTATION BREAKS

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| 6.17 | <p>Maternity/Paternity leave will be provided to eligible employees upon the birth or adoption of a child. To the extent the request for Maternity/Paternity leave falls within the provisions of the Family and Medical Leave Act, the California Family Rights Act, the Pregnancy Disability Leave Act, or other applicable laws, the Director of Finance and Administrative Services will grant job-protected leave in coordination with the employee’s supervisor and Department Director and in accordance with AMBAG’s Family Care and Medical Leave policy. If the request for Maternity/Paternity leave extends beyond the time period required by law, or the employee is not eligible for job-protected leave, the leave request will be considered an Extended Leave of Absence (refer to Section 6.7) and approval for such leave must be provided by the Executive Director.</p> <p>Refer to AMBAG’s Family Care and Medical Leave Policy/Procedure for further information on this topic.</p> | <p>MATERNITY/
PATERNITY LEAVE</p> |
| 6.18 | <p>Each supervisor is responsible for scheduling the meal periods of his/her non-exempt employees. All non-exempt employees must take a least a 30-minute meal period during the day if the employee will more than five hours. This break must be taken during the day and not “tacked” onto the end of the work day. The agency shall not assign a non-exempt employee work-related responsibilities during the meal period.</p> | <p>MEAL PERIODS</p> |
| 6.19 | <p>Military leave shall be granted in accordance with provisions of state and federal law. Employees who have been employed by AMBAG for a least 12 continuous months prior to the request for military leave will receive their normal pay and benefits for 30 (thirty) calendar days aggregate per fiscal year. Employees taking military leave in excess of 30 (thirty) calendar days aggregate per fiscal year, whether for reserve duties or active duty, will be placed on unpaid leave. Part-time employees who have worked for at least 12 continuous months prior to the request for military leave will receive pay during the three calendar months preceding the leave. While on unpaid military leave, employees will not accrue sick leave, vacation leave, holiday pay, or cafeteria benefits, but will receive length-of-service credit if they return to their employment with AMBAG at the end of their military leave. If an employee wishes to continue any of his/her benefits while in unpaid status, the employee should contact the Director of Finance and Administrative Services.</p> | <p>MILITARY LEAVE</p> |
| 6.20 | <p>Pursuant to California Military and Veterans Code Section 3953.10, spouses and registered domestic partners of qualified members of the military, as defined by law, may be eligible for up to ten (10) days of unpaid leave when the qualified member is on leave for more than then (10) days from military deployment.</p> | <p>MILITARY
SPOUSE/DOMESTIC
PARTNER LEAVE</p> |
| 6.21 | <p>Upon request to their supervisors, employees may be granted a leave of absence on vacation time or without pay for the required observance of a special religious celebration.</p> | <p>RELIGIOUS LEAVE</p> |
| 6.22 | <p>Each non-exempt employee shall be entitled to appropriate paid rest periods as authorized by the employee’s supervisor. Rest periods shall be up to 15 minutes in length. At least one rest period shall be available to non-exempt employees every four hours.</p> | <p>REST PERIODS</p> |

6.23 Regular Full-time employees who are the parent or guardian of a child who is suspended and are required to appear at the child's school, may take time off without pay if they provide reasonable advance notice to their supervisor of the need for time off. SCHOOL VISITATION LEAVE

Employees who are the parent, guardian, or grandparent having custody of children in grades K-12, or of children attending a licensed daycare facility, are allowed up to 40 hours of leave without pay per calendar year to participate in activities of their child's school or day care facility unless employed at a worksite with less than 25 employees. This leave should not exceed eight hours in any calendar month. Requests for such leave must be made in advance of the planned absence and employees must provide documentation from the school or day care facility as proof of their participation in school or day care activities. Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws

6.24 Sick leave with pay, to the extent that is has been accrued, shall be granted to all eligible employees as provided herein. Regular part-time employees and interns receive 24 hours of sick leave per annum. Accrual of sick leave is capped at 48 hours and will not be cashed out upon termination of the employee. SICK LEAVE

Sick leave shall be allowed for:

- a. Personal illness or physical incapacity resulting from causes beyond the employee's control
- b. Enforced quarantine of the employee in accordance with community health regulations
- c. Medical and dental appointments or other illness prevention measures for the employee or his/her immediate family
- d. Attending to the illness of a child, parent, spouse, or domestic partner of the employee. A child includes a biological, foster, or adopted child, a stepchild, a legal ward, a child of a domestic partner, or a child of a person standing in *loco parentis*. A parent includes a biological, foster, or adoptive parent, a step-parent, or a legal guardian.
- e. Birth of a child and in order to care for the child, or placement of a child with the employee for adoption or foster care.

6.24.1 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, by any insurance coverage provided to the employee by AMBAG at its cost, or as may be otherwise allowed by these policies.

6.24.2 Sick leave accrues at the rate of one day per month (12 days or 96 hours per annum).

6.24.3 Sick leave shall be taken and recorded in increments of not less than ¼ hour for non-exempt employees.

6.24.4 In order to be paid for sick leave, the employee's supervisor must be notified by the employee no later than 8:30 a.m. of the day sick leave is taken. Under any circumstances, the Executive Director may require a physician's certificate for any sick leave requested; in any event, a physician's certificate will be required if an employee is absent for more than five consecutive days. The physician's certificate must be given to the Director of Finance and Administrative Services.

6.24.5 The physician's certificate as used in the prior subsection includes, but is not limited to: a written prognosis from the treating physician as to the expected convalescence period, if any; specific physical restrictions, if any, that bear on the employee's ability to perform his/her duties; and/or a second opinion on the employee's conditions from a physician or physicians of AMBAG's choice (and at AMBAG's expense), based upon independent medical evaluation(s) and/or review of the employee's physician's report(s).

6.25 An employee with a serious health condition, or who has an immediate family member with such a condition, may be entitled to leave under the California Family Rights Act (CFRA) or the Family and Medical Leave Act (FMLA). To ensure employees receive all benefits they are entitled to under the law, a supervisor must inform the Director of Finance and Administrative Services if an employee calls in sick for more than three consecutive work days, or when the supervisor knows that the employee will be taking off more than three consecutive work days due to illness or medical treatment of the employee or the employee's immediate family member.

SPECIAL
REPORTING
REQUIREMENTS
FOR USE OF SICK
LEAVE

Refer to AMBAG's Family Care and Medical Leave Policy/Procedure

6.25.1 Employees granted leave of any type for more than five consecutive work days due to their own illness will be required to provide a physician's certification to the Director of Finance and Administrative Services, signed by their medical care provider, before being allowed to return to work.

6.25.2 Employees who use vacation and choose not to inform their supervisor or the Director of Finance and Administrative Services of their need for leave assume the risk of losing their protection under the FMLA or CFRA as AMBAG then will not have any reason to know whether the employee's rights under those laws have been triggered. In the event that Human Resources learns that an employee's leave is qualified under FMLA or CFRA, Human Resources staff will contact the employee and take the necessary steps to designate the leave as FMLA or CFRA as applicable.

6.26 Employees may request limited periods of time off without pay when they do not have any vacation or floating holiday balances available for use. Such a request must be pre-approved by the supervisor in coordination with the Director of Finance and Administrative Services. If the time period requested for time off without pay exceeds three weeks, the request must be approved by the Executive Director in accordance with Section 6.67 (Extended Leave of Absence). Employees may not take time off without pay if they have any vacation or floating holiday time available unless the days taken off have been designated as voluntary unpaid time off by the Executive Director. Leave balances automatically will be used by Payroll in the order indicated in the last sentence in the event an employee takes time off without identifying the type of leave to be used on his/her timesheet. During time off without pay, payment of health benefit premiums is the responsibility of the employee.

TIME OFF WITHOUT
PAY

6.27 Vacation leave shall be granted at reasonable times approved by the employee's supervisor.

VACATION LEAVE

6.27.1 Vacation leave with pay, to the extent it has been accrued, shall be granted to eligible Regular employees. An employee who terminates employment will be paid for accrued vacation.

Eligible full-time employees are entitled to the full vacation allowance specified in Section 6.23.2 hereof.

6.27.2 Vacation Leave Earned: Full time regular employees who have been employed by AMBAG less than 60 months earn 80 hours of vacation annually. Employees with AMBAG for 60 to 120 months earn 120 hours of vacation annually, and those over 120 months tenure earn 160 hours of vacation annually.

Vacation leave shall not accrue during leaves of absence without pay unless required by law.

6.27.3 Maximum accrual amounts apply to vacation leave balances. No employee shall be permitted to accrue additional vacation time if the employee has a balance in excess of 240 hours until the balance is brought below the applicable limit.

Accrued vacation hours in excess of 240 must be used by January 1 each year. In certain circumstances, the Executive Director may approve a carryover of year-end accruals over 240 hours, however, in no event shall payment for accrued vacation on termination exceed 240 hours. An employee who accrues the maximum hours of vacation shall cease accruing time until his/her accrual drops below the maximum.

6.28 AMBAG will grant reasonable and necessary leave from work without pay, to employees who are victims, or whose spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, stepfather, registered domestic partner, or child of a registered domestic partner is a victim of a violent or serious felony or felonious theft or embezzlement, for the purposes of attending legal proceedings related to the crime.

VICTIMS OF FELONY
CRIMES LEAVE

Affected employees may elect to use accrued paid vacation, personal leave and/or sick leave in lieu of unpaid leave.

When feasible, affected employees must provide AMBAG with advance notice of the employee's need for leave, including a copy of the notice of the scheduled proceeding. If advance notice is not feasible, affected employees must provide documentation evidencing the legal proceeding requiring the employee's absence within a reasonable time after leave is taken.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

6.29 Time off for voting shall be provided to any employee during regular office hours if the employee is unable to reach the polls during non-working hours. Time off will be provided in accordance with the provisions of the Elections Code of the State of California.

VOTING LEAVE

6.30 Regular Full-time employees are given the necessary time off without pay to attend or participate in a court proceeding in accordance with state law. Employees should notify their supervisor of the need to take witness leave as far in advance as is possible. Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

WITNESS LEAVE

7. Pay Practices

- 7.1 Regular and Limited-Term employees are eligible for bonus awards based upon exceeding performance goals and objectives in their performance evaluations. Bonus awards must be authorized by the Executive Director and provided for in the annual Budget. EMPLOYEE INCENTIVE PROGRAM
- 7.2 All employees shall work such hours as directed by their supervisors. Each employee shall keep, and their supervisor shall certify, regular attendance records and labor charges that shall be reported to AMBAG Payroll staff as directed. HOURS OF WORK
- 7.3 Non-exempt employees who work in excess of 40 hours per workweek qualify for overtime. All employees must obtain prior approval from their supervisor to work overtime. Overtime can be earned as follows: OVERTIME
- 7.3.1 Non-Exempt Employees: Will be paid overtime as follows: time and one half for all hours worked beyond the established alternative workweek hours; time and one-half for all hours worked over 40 in a workweek; double time for all hours worked in excess of 12 hours each day. Overtime must be approved in advance by the employee's supervisor. Vacation, sick, holiday, jury duty, bereavement, and other non-worked paid time off hours are not included as hours worked when calculating overtime. In lieu of paid overtime, compensatory time may be earned at a rate of one and on-half hours for every hour worked in excess of 40 hours. Compensatory time shall be converted to vacation time for purposes of record keeping.
- AMBAG will pay double the employee's regular rate of pay for the following: all hours worked beyond twelve hours in a single workday and the hours worked beyond eight hours on the seventh consecutive day worked in a single week.
- 7.3.2 No employee shall be required to work overtime unless given reasonable notice.
- 7.3.3 The Director of Finance and Administrative Services will determine the exempt status of all executive, professional, and administrative employees according to regulations defined in the Fair Labor Standards Act (FLSA). A list of exempt positions shall be kept by the Director of Finance and Administrative Services.
- 7.4 Employees shall be paid semimonthly. The Executive Director may assign a different pay period when it is deemed to be beneficial to AMBAG. PAY PERIODS
- 7.5 Employees will normally be paid on the 15th and the last day of the month. In the event the normal payday falls on a holiday or weekend, payday shall occur the last workday before the holiday or the weekend. The Executive Director may assign a different payday when it is deemed to be beneficial to AMBAG. PAYDAY

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| 7.6 | Payroll deductions will be made for income tax withholding and other deductions required by law. Employees may authorize additional approved elective deductions. Changes to deductions will go into effect no later than the beginning of the next pay period after the change is submitted. | PAYROLL
DEDUCTIONS |
| 7.7 | Payment of a sum equal to all accrued vacation leave and wages shall be made to each employee upon separation from employment at the rate of pay as of the date of said separation. In the event of the death of the employee, final pay shall be submitted to the employee's estate. | SEPARATION PAY |
| 7.8 | It is the responsibility of all employees to record their time accurately on their timesheet in a timely manner. Non-exempt employees are requested to record their time in increments rounded to the hour. | TIME REPORTING |

8. Discipline

8.1 Employee misconduct shall be cause for disciplinary action. The term “misconduct” means not only any improper action by an employee in the employee’s official capacity or role, but also conduct by an employee which is not connected with the employee’s official duties or roles, but which affects the employee’s ability to perform his/her duties, and any improper use of the position for personal advantage. Sufficient cause for discipline shall include, but not be limited to:

CAUSES FOR DISCIPLINE

- a. Absence from duty or failure to attend specified employee training without leave or reasonable cause;
- b. Abuse of leave privileges;
- c. Unexcused or excessive absence or tardiness;
- d. Failure to report for duty after a leave of absence has expired or after a leave of absence has been disapproved.
- e. Incompetence (i.e., inability to meet the minimum standards or essential functions of an employee’s position for a significant period of time).
- f. Unwillingness to perform the normal quality or quantity of assigned work;
- g. Failure to obey a reasonable oral or written order;
- h. Discourteous treatment of the public or other employees;
- i. Actions which constitute an unwholesome influence on other employees, such as harassment or discrimination, which includes sexual harassment;
- j. Using, possessing, dealing, distributing, or being under the influence of intoxicating beverages, un-prescribed narcotics, or unlawful drugs while on duty or at work locations, or reporting to work, or operating AMBAG vehicles or equipment.
- k. Fraud or dishonesty in securing employment or promotion;
- l. Deliberate or willful falsification, alteration, destruction, or removal of AMBAG records including, but not limited to, employment applications, personnel records, timesheets, or other confidential records;
- m. Theft or any other improper or unauthorized use, removal, or destruction of AMBAG property or property belonging to someone other than the employee subject to discipline;
- n. Improper use of AMBAG’s technological property, such as access to inappropriate Web sites or illegal activities that violate AMBAG’s Technology and Electronic Resource Policy.
- o. Violation of AMBAG ordinances, resolutions, policies, rules, or regulations.

- p. Conviction of a felony or conviction of a misdemeanor involving moral turpitude;
- q. Dishonesty involving employment;
- r. Bringing or possessing a weapon, such as an explosive, firearm, or a knife, that is of no reasonable use to an employee on AMBAG's property;
- s. Acceptance, from any source other than AMBAG, of one or more gifts from a particular person or agency (with an aggregate value in excess of \$50 annually), or other form of remuneration (except jury duty pay), in addition to regular compensation to an employee for the performance of his/her official duties. Honorariums or other payments received by a AMBAG employee for speaking engagements while acting in his/her official capacity as a AMBAG employee must be remitted to AMBAG.
- t. Outside employment or endeavor, paid or unpaid, not specifically authorized by the Executive Director (see Section 4.10);
- u. Any willful act or conduct, either during or outside of duty hours, which is of such a nature that is causes discredit to AMBAG;
- v. Violation of any federal, state, or local law directly impacting the employee's fitness for employment;
- w. Poor attitude or conduct that disrupts the working environment at AMBAG by causing disruption in workflow, distress to another person, or disharmony among co-workers;
- x. Unauthorized disclosure of confidential or trade secret records or information to third parties, including but not limited to personal social security numbers, medical records, and records relating to a lawsuit, investigation, procurement negotiation, or release of any other records as may be prohibited;
- y. Failure to pay debts owed to AMBAG in a timely manner;
- z. Failure to pass an unemployment-related background check, screening, or verification;
- aa. Loss of legal authorization to work in the United States.
- bb. Working overtime without pre-approval from the employee's supervisor.

8.2 Nothing in these Policies requires AMBAG to impose disciplinary action in any progressive fashion, particular order, or in relation to the number of prior disciplinary infractions. Rather, AMBAG reserves the right to impose any form of discipline it deems appropriate in any given circumstance. AMBAG reserves the right to deviate from its disciplinary policies when circumstances warrant such a deviation. The Director of Finance and Administrative Services, in consultation with the Executive Director and is vested with the authority to determine the appropriate course of action. The Director of Finance and Administrative Services should be informed of the disciplinary problem prior to the issuance of a written warning. More severe types of discipline, such as suspension, reduction in pay, demotion, or dismissal, will not be taken without prior approval of the Executive Director. This section (8.2 and its subparts) does not apply to at-will Probationary, Limited-Term, temporary and annuitant employees, who can be terminated at any time with or without cause and are not entitled to a disciplinary process; it applies only to Regular employees. The following list includes some, but not all, of the forms of disciplinary measures AMBAG may impose:

**DISCIPLINARY
ACTIONS**

- a. *Counseling:* Disciplinary counseling is any informal discussion with an employee designed to help the employee remedy identified problems in skills, abilities, or work performance. Supervisors are responsible to note the date and content of the discussion, but no record need be placed in the employee's personnel file. Counseling should be used whenever possible before taking more severe action and as a follow-up after formal action. This form of discipline is not subject to review by the Employee Response Meeting or Full Evidentiary Hearing procedures described in Section 8.3.

- b. *Oral Reprimand:* Oral reprimand is an informal verbal notice to an employee that his/her behavior or performance must be improved. It defines areas where improvements are needed, sets goals, and informs the employee that failure to improve may result in more serious action. Oral reprimands usually are given by supervisors when counseling has failed to produce the desired changes. The supervisor shall note the date and content of the oral reprimand, but no record need be placed in the employee's personnel file. This form of discipline is not subject to review by the Employee Response Meeting or Full Evidentiary Hearing procedures described in Section 8.3.

- c. *Performance Evaluation:* Behavior, attitude, and/or performance problems may be noted in a written disciplinary performance evaluation at any time. The evaluation should define areas where improvement is needed, set goals, and inform the employee that failure to improve may result in more serious action. This form of discipline is not subject to review by the Employee Response Meeting or Full Evidentiary Hearing procedures described in Section 8.3.

- d. *Written Reprimand:* Written reprimand is a formal notice to an employee that further disciplinary action will be taken unless his/her behavior or performance improves, a copy of which is placed in the employee's personnel file. The employee will be requested to execute the written document as acknowledgement of the discussion. Signed copies will be provided to the employee. The written reprimand should be specific and contain information regarding what occurred; the date and time; which rule, policy, etc., was violated; and what the employee is directed to do to correct the situation. This form of discipline is not subject to review by the Employee Response Meeting or Full Evidentiary Hearing procedures described in Section 8.3. The employee shall be notified of his/her right to provide a written response within five working days of receiving the reprimand, which will be included in the personnel file, along with the written reprimand.

- e. *Suspension:* Suspension is the temporary removal of the employee from the employee's duties without pay. Both exempt and nonexempt employees may be suspended in partial workweek increments for disciplinary purposes. An employee on suspension without pay shall not accrue benefits that normally accrue based upon time worked. If a Regular employee is suspended for two work days or less, the employee shall have no right to review by either the Employee Response Meeting or Full Evidentiary Hearing process. If a Regular employee is suspended for three or more work days, the employee may request review by the Employee Response Meeting process, but shall have no right to review by the Full Evidentiary Hearing procedures described in Section 8.3.

- f. *Reduction In Pay:* Reduction in pay shall be a decrease in salary to a lower pay within the salary range for disciplinary purposes. If this type of discipline is imposed, the employee may request review by the Employee Response Meeting process, but shall have no right to review by the Full Evidentiary Hearing procedures described in Section 8.3.

- g. *Demotion:* Demotion is the transfer of an employee to a lower classification, provided they meet the minimum qualifications for the lower-level position and AMBAG can accommodate the demotion. A demotion also may include a reduction in pay as discussed above. If this type of discipline is imposed, the employee may request review by the Employee Response Meeting process, but shall have no right to review by the Full Evidentiary Hearing procedures described in Section 8.3.
- h. *Dismissal:* Dismissal is the removal of an employee from the services of AMBAG. If this type of discipline is imposed, the employee may request review by the Employee Response Meeting process and by Full Evidentiary Hearing process described in Section 8.3. Employees other than Regular employees may be dismissed at any time without notice, cause, or the right to any of the pre- or post-disciplinary procedures described in Section 8.3.

8.3 Disciplinary actions may range from informal conversations to dismissal. Counseling and oral reprimands are considered informal. Written reprimands are more formal and the employee is given an opportunity to respond in writing, with the comments placed in his/her personnel file along with the reprimand. This section (8.3 and its subparts) applies to Regular employees only. All other employees are employed at-will and can be terminated at any time, with or without cause, and are not entitled to a disciplinary process.

DISCIPLINARY PROCEDURES

Reductions in pay, demotions, suspensions of three (3) or more work days, and dismissals all are actions for which a Regular employee may request an Employee Response Meeting. If an employee is to be dismissed, the employee may request both an Employee Response Meeting and a Full Evidentiary Hearing. In these cases, the following procedures should be followed:

- a. *Notice of Intent to Discipline:* Whenever AMBAG intends to reduce a Regular employee's pay, demote the employee, suspend the employee for three or more days, or dismiss the employee, a written Notice of Intent to Discipline shall be given to the Regular employee prior to imposing the discipline, which sets forth the following information concerning the procedures available to the Regular employee:
 - The type of disciplinary action and effective date of disciplinary action intended;
 - The specific charges upon which the action is based;
 - A factual summary of the grounds upon which the charges are based;
 - A copy of all written materials, reports, or documents upon which the discipline is based, or in the case of extensive documents, a reference to the availability of the documents for review or copying;
 - Notice of the employee's right to respond either orally or in writing.
 - The date, time, and person to whom the employee should respond in five (5) working days to request an Employee Response Meeting;
 - Notice that failure to respond at the time specified shall constitute a waiver of the right to respond prior to final discipline being imposed.

- b. *Employee Response Meeting:* Regular employees have the right to respond to the Notice of Intent to Discipline and have a right to be represented at any meeting set to hear the employee's response. The employee may request a meeting, known as an "Employee Response Meeting," to determine if the proposed discipline is justified. The Employee Response Meeting is not an evidentiary hearing but is considered a pre-disciplinary conference where the Regular employee's response is considered before final determination of the discipline is made. A request for an Employee Response Meeting must be in writing and must be delivered to the Director of Finance and Administrative Services on or before five (5) working days after the employee's receipt of the Notice of Intent to Discipline. Within two (2) working days of receipt of the request for an Employee Response Meeting, the Director of Finance and Administrative Services shall notify the employee of the time and place for the Employee Response Meeting. The Employee Response Meeting will take place no later than ten (10) working days after receipt of the request. The employee or the employee's authorized representative, including legal counsel, and the Executive Director, may agree to a later date for the Employee Response Meeting if necessary under the circumstances. The employee shall be entitled to be present at the Employee Response Meeting, together with an attorney and/or a designated representative. If the employee does not respond and request an Employee Response Meeting within five working days, the terms of the Notice of Intent will be carried out without further delay of any additional notice.
- c. *Final Notice if Employee Response Meeting is Requested:* Within fifteen (15) working days of the Employee Response Meeting, the Executive Director of his/her designee will either:
1. Withdraw the proposed disciplinary action;
 2. Administer a modified disciplinary action; or
 3. Administer the proposed disciplinary action.

If discipline is warranted, the Regular employee shall receive a written Final Notice of Disciplinary Action. The Final Notice shall include the following:

1. The disciplinary action taken;
 2. The effective date of the disciplinary action taken;
 3. Specific charges upon which the action is based;
 4. A summary of the facts upon which the charges are based;
 5. A reference to the written materials, reports, and documents upon which the disciplinary action is based; and
 6. Notice of the employee's right to appeal if the final notice imposes dismissal.
- d. *Full Evidentiary Hearing:* Following an Employee Response Meeting, if the Final Notice imposes dismissal, a Regular employee may appeal the decision of the Executive Director or his/her designee to the AMBAG Board of Directors by requesting a Full Evidentiary Hearing. The Notice of Appeal must be in writing and must be delivered to the Executive Director within five (5) working days of the Final Notice. Upon receipt of a Notice of Appeal, the Board of Directors shall schedule a Full Evidentiary Hearing with the employee within forty (40) calendar days thereafter, and shall notify the employee of said date and place in writing. Employees subject to reductions in pay, demotions, or suspensions are not entitled to a Full Evidentiary Hearing.

- e. *Full Evidentiary Hearing Rules and Guidelines:* No fewer than ten (10) calendar days prior to the hearing, the employee and AMBAG shall provide each other with a list of witnesses and exhibits. The Chair of the Board of Directors or his/her designee shall serve as the hearing officer at the hearing. The parties will be entitled to appear personally, produce evidence, have counsel, and to make the hearing public. Technical rules of evidence will not apply at the hearing except all testimony will be taken under oath. A certified shorthand court reporter or other type of recording system will record the hearing on AMBAG's behalf. No informality in any of the proceedings or the taking of testimony shall invalidate any order or decision made or approved by the Board of Directors at the hearing.

- f. *Immediate Removal:* The above procedure shall not preclude the immediate removal of an employee would present a hazard or disruption to other employees, the public, or AMBAG. An administrative removal with pay pending an investigation requires written approval from the Executive Director and is not subject to appeal. When an administrative removal with pay is imposed and subsequent disciplinary actions follows, the employee shall be assured of all due process in accordance with this procedure.

- g. *Right to Representation:* A regular employee eligible for an Employee Response Meeting or Full Evidentiary Hearing that may result in disciplinary action has the right to be represented by an attorney retained by the employee at the employee's expense, or another representative of his/her choice.

8.4 When an employee's discipline is documented to written form, whether as a reference in a Performance Evaluation, a written reprimand, or any other document, the employee will be asked to acknowledge receipt of the document referencing the discipline by signing or initialing the document. A signed copy will be furnished to the employee. If the employee is unavailable, or fails or refuses to sign the document acknowledge receipt, the supervisor or other person dispensing the discipline shall document the circumstances of the refusal or inability, and this documentation shall be placed in the employee's personnel file.

FAILURE OR
REFUSAL OF
EMPLOYEE TO SIGN
WRITTEN FORMS OF
DISCIPLINE

8.5 In the course of disciplinary action, if it is discovered that an employee has harmed or caused damage to AMBAG, the agency has a right to pursue recovery of the cost of these damages from the employee via payroll deduction(s) or other means, as appropriate.

PAYMENT OF
DAMAGES BY
EMPLOYEE

9. Grievance Procedures

- 9.1 The Executive Director shall promptly consider Regular employee grievances relating to employment conditions and relationships; however, resolution of grievances between supervisors and Regular employees is encouraged. These grievance procedures apply to Regular employees only and can be applied only when another more appropriate complaint procedure does not exist. The following steps shall be followed in submitting a grievance: GRIEVANCE PROCEDURE
- a. Step 1: The aggrieved employee or group of employees shall orally present the grievance to the appropriate supervisor within ten (10) calendar days of date the employee knew or should have known of the incident. The supervisor shall give his/her oral written reply within five working days.
 - b. Step 2: If the grievance is not settled in Step 1, then it shall put in writing, dated, and signed by the employee or group of employees, and shall be presented to a supervisor within two working days after the above oral reply was given. The written grievance shall contain a statement of: (1) specific circumstances complained of, including, but not limited to, any policy violation, the date of the incident, and any relevant documents or witnesses; (2) the inequity or damage suffered by the employee; and (3) the relief sought. The supervisor shall consult with the Director of Finance and Administrative Services and shall give a reply in writing within ten working days of the presentation of the written grievance.
 - c. Step 3: If the grievance is not settled in Step 2, then the employee shall present the grievance in writing to the Executive Director or his/her designee within five working days of the supervisor's written reply. The Executive Director shall, in turn, give a written decision within fifteen (15) calendar days of receipt of the grievance.
 - d. The decision of the Executive Director shall be final.
- 9.2 Subject to the condition that employees shall submit only grievances that they reasonably and in good faith believe have merit and are subject to this grievance procedure, this grievance procedure may be used by an employee without fear of prejudice, reprisal, or retaliation. Supervisors shall not delay or suppress submission and orderly consideration of a grievance. GOOD FAITH REQUIREMENT
- 9.3 The following are specifically excluded from the grievance procedure: EXCLUSIONS
1. Any disciplinary action;
 2. Challenges to performance reviews;
 3. Layoffs;
 4. Denial of merit pay increases or incentive awards;
 5. Reclassifications;
 6. Denial of a request for leave without pay that is not an entitlement pursuant to state or federal law.
- 9.4 Any or all of the time limitation mentioned above with reference to filing and response may be extended by mutual agreement of the employee and the Executive Director. EXTENSION OF DEADLINES

10. Position Classification Plan

- 10.1 All AMBAG positions shall be included in the Position Classification Plan. The position Classification Plan is comprised of various classes, or levels of position, and job classifications that broadly define the work performed by employees. CLASSIFICATION PLAN
- 10.2 The Position Classification Plan, and specifically the classification specifications, are used as guidelines for determining applicant qualifications for positions and establishing position comparability for the purpose of conducting classification and compensation surveys. The statement of employment standards for particular positions may be interpreted flexibly by the Executive Director in exceptional cases where equivalencies exist between education and experience or where unique circumstances arise. CLASSIFICATION SPECIFICATIONS
- 10.3 The following terms are used when referring to AMBAG’s Position Classification Plan: DEFINITIONS
- Class – A class consists of positions sufficiently similar in duties, authority, responsibility, working conditions, and pay range. These positions are often grouped with a common or similar title.
 - Job Family – A job family consists of positions that are similar with respect to the duties performed by different in terms of the nature and level of responsibility assumed. Job families often include positions at the administrative/technical, professional, and supervisory/management levels.
 - Classification Specification – A classification specification, or class spec, is typically a broad summary of the general duties, responsibilities, and qualifications that apply to all positions within a particular job title (i.e., Associate Regional Planner). Class specs are not intended to specifically identify every duty performed by an employee in the classification.
 - Job Description – A job description summarizes the specific duties and responsibilities performed by an individual employee.
 - Flexibly Staffed Positions – A group of positions within a job family from which employees may be promoted without a competitive recruitment.
- 10.4 When an employee is demoted to a position with a pay range lower than that for the position previously occupied, the employee may have his/her pay lowered, at the discretion of the Executive Director, to an amount that is lower than the former pay. DEMOTIONS
- 10.5 If a higher-level position is vacant, any AMBAG employee who meets the qualifications for the higher-level position may be considered for promotion to the vacant position. Promotions within flexibly-staffed groups of positions are approved by the Executive Director. PROMOTIONS
- When an employee is promoted to a position with a pay range higher than that of the position previously occupied, the employee will receive at least the minimum amount of the new classification pay range. If that rate is equivalent to or less than the employee’s present pay, the pay rate may be set, at the discretion of the Executive Director, at an amount that is higher than the former pay. Employees promoted to higher level classifications may be subject to a probationary period. (See Section 3.11.)

- 10.6 When a position is reclassified to a classification having a higher pay range and the incumbent employee is appointed to the reclassified position, the pay rate the employee may be placed at is at least the minimum amount of the new classification pay range, which will be an amount that is equal to or higher than the former pay.

RECLASSIFICATION

When a position is reclassified to a classification having a lower pay range and the incumbent employee is appointed to the reclassified position, the pay rate of the employee may remain at their current rate. If the current rate then exceeds the maximum amount of the new class pay range, pay may be frozen at its current level until the incumbent leaves the position or the position rate catches up to the current class pay rate.

- 10.7 Advancement of an employee in the pay range table may be made on a merit basis as part of a performance evaluation. Advancement may be made where outstanding performance has been documented and is approved by the Executive Director.

COMPENSATION
ADVANCEMENT

11. Professional Development

11.1 Performance evaluations may be used as one of many tools to assess an employee's ability to perform the required duties in their current position. Probationary performance evaluations are completed at the employee's 3-month and 6-month anniversary dates. Performance evaluations are required to be completed by all Regular, non-probationary employees at the end of the employee's anniversary month. Other than required annual performance evaluations, the frequency of evaluations may vary, depending upon the length of service, job position, past performance, changes in job duties, or recurring performance issues.

EVALUATION OF
JOB PERFORMANCE

Performance evaluations are intended to guide supervisors in assisting employees to meet the essential functions of their position and/or to improve their job skills. Evaluations may be one source upon which the determination shall be made as to whether an employee's performance has been fully satisfactory.

Paper-based performance evaluations shall be given to the Director of Finance and Administrative Services for filing in the employee's personnel file. Performance evaluations shall be treated in a confidential manner.

11.2 AMBAG may, subject to budgetary limitations, pay for or reimburse employees for license, course, bonds, or other required fees (in whole or in part) if the licensing or certification is required or requested by a supervisor. Employees must obtain written approval of the Executive Director prior to application or enrollment in order to receive reimbursement. Compensation shall be conditioned upon a continuation of employment with AMBAG for one year following completion of the program for which the employee is being compensated. In the event that the employee voluntarily terminates employment with AMBAG less than one year after AMBAG pays for the course, certification, or license, the employee must reimburse AMBAG on a pro-rated basis for the costs it paid.

LICENSES, BONDS,
AND
CERTIFICATIONS

11.3 A performance improvement plan is designed to identify and correct problems that may affect the employee's work performance. This process provides the employee and his/her manager with an opportunity to talk about specific problems, to determine when and how these problems can be corrected, and to agree to set goals and follow-up dates. Each case is considered on an individual basis by the manager, with the advice of the Director of Finance and Administrative Services and the Executive Director. Please read Section 8 to understand the process when work performance problems are not corrected.

PERFORMANCE
IMPROVEMENT
PLAN

- 11.4 An employee's supervisor, at the discretion of the Executive Director, may invite Regular employees to attend, or the employee may directly request to attend, seminars or courses for which AMBAG prepays the associated enrollment fees. PROFESSIONAL EDUCATION

In order to qualify for prepayment of fees, the seminar or course must be related to a priority area at AMBAG, required in order for the employee to maintain required licensing or certification, or mandated by a member of management staff because it is necessary to improve AMBAG's operations. The employee may need to attend the seminar or course during the work day or after work hours.

Decisions regarding which employees should participate in this program will be based upon factors such as length of the employee's service, length of the seminar or program, potential hardship on AMBAG if the employee must miss work to attend, employee performance, job-relatedness of the seminar or course, cost, whether the employee's enrollment was mandated by AMBAG, and other relevant factors.

- 11.5 Employees who hold Regular full-time AMBAG positions and have a non-probationary status are eligible for job-relevant professional organization memberships. The membership request must be pre-approved by the employee's supervisor and Executive Director. AMBAG maintains institutional memberships in various organizations that pertain directly to the work and interests of the agency. AMBAG will not pay membership dues for an individual employee when agency membership of the organization exists. When possible, group or shared memberships are encouraged. PROFESSIONAL MEMBERSHIPS

An employee may request payment/reimbursement of professional membership fees if he/she is a member in good standing, and can demonstrate that the membership will result in direct and tangible benefits to the mission of the agency. It is the responsibility of the supervisor and Executive Director to determine whether the requested membership meets the above criteria.

When appropriate and when agency workload priorities permit, employees are encouraged to attend meetings of their professional organization. Approval to attend such events must be given by the employee's supervisor in advance. Supervisors may limit the number of employees attending any single professional meeting. Criteria for determining which employee(s) may attend a meeting include whether the employee is a speaker at the meeting, an officer of the professional organization, or seniority. Supervisors will attempt to rotate meeting attendance where possible.

- 11.6 AMBAG may, subject to budgetary limitations, reimburse tuition and required fees, in whole or in part, to Regular employees who successfully complete courses of study that will increase their skills, knowledge, and competency for performing their job assignments. Courses must be approved by the Council for Private Post-Secondary and Vocational Education, or by an accredited high school. TUITION REIMBURSEMENT

Compensation shall be conditioned upon a continuation of employment with AMBAG for one year following completion of the program for which the employee is being compensated. In the event that the employee voluntarily terminates employment with AMBAG less than one year after completing a course, reimbursement by the employee to AMBAG of the costs paid by AMBAG for the course will be required on a pro-rated basis.

12. Separation of Employment

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| 12.1 | <p>COBRA is a statute that provides for the continuation of group health insurance coverage for members and/or “qualified beneficiaries” when coverage would end because of the following reasons:</p> <p>Loss of coverage of a member or qualified beneficiary due to a reduction in benefit eligible employment hours or termination of benefit eligible employment, excluding termination for gross misconduct;</p> <p>Loss of coverage of a qualified beneficiary due to divorce or legal separation;</p> <p>Loss of coverage of a qualified beneficiary due to death of a member;</p> <p>Loss of coverage of a qualified beneficiary due to the member’s entitlement to Medicare benefits; and</p> <p>No longer meeting the eligibility requirements as a member’s dependent.</p> <p>If employment is terminated, the employee will be sent notification regarding their rights and obligations under COBRA. Otherwise, the employee or qualified beneficiary is responsible for informing Human Resources of any circumstances under which continuing coverage under COBRA would apply.</p> | CONTINUATION OF BENEFITS (COBRA) |
| 12.2 | The Executive Director may at any time dismiss any employee for causes set forth in Section 8. | DISMISSAL |
| 12.3 | <p>If it becomes necessary through lack of work, lack of funds, or for any other legitimate economic or business reason to reduce the number of employees, AMBAG will attempt to notify Regular employees so affected 60 calendar days prior to the date of termination, or as soon as possible under the circumstances.</p> | LAYOFF |
| 12.4 | <p>Upon separation of employment, employees will receive their final pay in accordance with applicable law. All accrued, vested benefits that are due and payable upon termination also will be paid at this time. Other accrued benefits, such as benefits under retirement or savings plans, will be distributed under the terms of those plans.</p> <p>After separation, health insurance benefits usually may be continued at the employee’s expense if the employee so chooses and it may be possible to continue certain other insurance benefits, depending upon the terms of the plan. The employee will be notified in writing of the benefits that may be continued, and of the terms under which is possible.</p> <p>The agency generally will schedule exit interview at the time of employment separation. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to the agency, or return of agency-owned property. Suggestions, complaints, and questions also can be voiced.</p> | PROCEDURES AT SEPARATION |
| 12.5 | An employee wishing to resign in good standing is requested to notify the Executive Director in writing at least 10 working days prior to the employee’s final day of work. | RESIGNATION |