



8. Executive Director's Report:
9. Adjournment  
Adjourn the meeting to Thursday, August 17, 2023.

*“SJCOG fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations in all programs and activities. For more information, or to file a Title VI related complaint see <http://www.sjcog.org> or call (209) 235-0600.”*

# AGENDA ITEM **3**



SAN JOAQUIN COUNCIL OF GOVERNMENTS

Executive Committee  
SJCOG Conference Room  
555 E. Weber Ave.  
Stockton, CA 95202  
Thursday, April 20, 2023

*MINUTES*

1. The meeting was called to order by Chair Robert Rickman at 1:01 pm.

Present:

Mayor Dave Bellinger, Escalon; Councilmember Diane Lazard, Lathrop; Supervisor Robert Rickman, San Joaquin County; Councilmember Dan Wright, Stockton; Vice Mayor Leo Zuber, Ripon.

Others Present:

Diane Nguyen, SJCOG Executive Director; Steve Dial, SJCOG Deputy Executive Director/CFO; Ryan Niblock, SJCOG Deputy Director of Programming and Project Delivery; Kim Anderson, SJCOG Deputy Director of Planning; Travis Yokoyama, SJCOG Senior Regional Planner; Sarah Hersom, SJCOG Administrative Technician; Tom Terpstra Jr., Counsel.

2. Public Comments:

None.

3. Approve Minutes of March 17, 2023:

It was moved/seconded (Zuber/Bellinger) to approve the minutes of March 17, 2023. The motion passed unanimously by voice vote.

4. Surface Transportation Block Grant (STBG) Program Guidelines Framework

Ryan Niblock presented the program guidelines framework for the Surface Transportation Block Grant (STBG). In the past, the STBG distributed funds by population. STBG is a funding source traditionally used for surface transportation improvement projects such as potholes, roadway resurfacing, and reconstructing roadways.

Mr. Niblock highlighted the corrective action within the STBG issued by the U.S. Federal Highway Administration (FHWA) to the State of California that all metropolitan planning organizations (MPO) align with the new STBG guidelines framework that distribution by population is no longer allowed. A new proposed project selection methodology will need to be developed using the following geographies and scoring categories.

Geographics

City of Escalon	City of Ripon
City of Lathrop	City of Stockton
City of Lodi	City of Tracy
City of Lathrop	San Joaquin County

Scoring Categories

- High Impact: Any project that makes a substantial improvement.
- Medium Impact: Any project that makes a moderate improvement.
- Low Impact: Any project that makes a minor improvement.

Mr. Niblock stated that the SJCOG staff has developed an STBG guideline framework that seeks to account for geographic equity, while meeting the requirements of the FHWA. This proposed framework is a general overview to show how STBG project selection can occur in accordance with the FHWA requirements and can allow the option to fine-tune and edit the projects before any call for projects. Mr. Niblock told committee members he would like to organize an ad hoc committee to fine-tune the framework guidelines before moving to a call for projects.

Committee Feedback – Mr. Niblock said that in both meetings with the Management and Finance and Technical Advisory Committee, SJCOG received a note from San Joaquin Regional Transit District (SJRTD) requesting to submit applications independently from other geographics directly to SJCOG. He said that if SJRTD secures funds for a project, the funds will come out of the appropriate geography area.

Mr. Niblock said SJCOG is recommending that SJRTD work with the cities to submit projects because under the new guidelines all project applications are submitted by the city manager’s office. SJRTD is a regional entity, and it does not have its own bank of funds in the STBG.

In a second note, SJRTD requested that the scoring system be adjusted to include the types of projects it would submit and be scored on the same level as other surface transportation projects.

Mr. Niblock said that SJCOG feels this would go against the direction received from FHWA to optimize a methodology for measuring surface transportation projects. He said SJCOG wants everyone following the same process for project submissions. All projects that fall under Title 23 U.S. Code Section 133 may be considered for funding.

Committeemember Dan Wright asked if there would be a rubric to define the difference between the scoring categories’ low, medium, and high impact.

Mr. Niblock stated that the FHWA has indicated and approved for other MPOs that certain project types fit in these categories.

Committeemember Dave Bellinger asked how much money is in this program.

Mr. Niblock replied that there is \$10 million a year.

It was moved/seconded (Zuber/Wright) to approve the Surface Transportation Block Grant (STBG) Program Framework. The motion passed unanimously by voice vote.

#### **5. Draft Truck Planning Study**

Travis Yokoyama presented the draft truck planning study. This study is intended to address the growing transportation and warehouse industry in San Joaquin County and reliance on roadways to move goods by providing information to jurisdictions of potential corridors for Surface Transportation Assistance Act (STAA) designations.

Mr. Yokoyama told committee members that in 2020, SJCOG started to collect information on the existing STAA routes network in San Joaquin County. Then in 2021, SJCOG began working with Fehr & Peers to develop a truck planning study with Mark Thomas as a sub consultant. Fehr & Peers performed a gap assessment of the existing STAA network and used public participation to ensure the comments from jurisdiction staff, CHP, trucking industry, Prologis, advocacy groups, and other private and public stakeholders to ensure the priority list was built into Tier 1 and Tier 2 recommendations listed below. Tier 3 recommendations are meant to be noted and potentially revisited later.

- Tier 1 recommendations were determined by our consultant to meet the criteria (i.e. lane/intersection width) for STAA designation.
- Tier 2 recommendations may need some very minor improvements to become eligible for STAA designation.
- Tier 3 recommendations need additional research, coordination, and buy off before being considered.

The SJCOG staff is requesting feedback on this draft study.

Here is a link to the Draft Truck Study:

<https://www.sjco.org/DocumentCenter/View/7920/DRAFT-Report---SJCOG-STAA-Truck-Route-Study>.

This was a discussion item only.

#### **6. Executive Director's Report:**

Executive Director Diane Nguyen announced that SJCOG Board Chair Robert Rickman, Committeemember Leo Zuber, and herself participated in the first-ever lobby day for the Megaregion Working Group on Wednesday, April 19, 2023. The Megaregion Working Group is a partnership between the SJCOG, the Sacramento Area Council of Governments (SACOG), and the Bay Area Metropolitan Transportation Commission (MTC), and aligns in policy and project delivery. Representatives from each agency advocates for funding of the 12 key transportation projects, four from each region. She said that because these gateway projects have interconnectivity within the 16 counties, the group works together voluntarily and introduces itself as a group to advocate to various state leaders. It was a very busy and successful trip, which she would like to continue on an annual basis.

#### **7. Adjournment**

With no further business to discuss, the meeting was adjourned at 1:29 p.m. to Thursday, May 18, 2023.

# AGENDA ITEM 4



# STAFF REPORT

**SUBJECT:** Update of SJCOG Employee Handbook

**RECOMMENDED ACTION:** Recommend to SJCOG Board the approval of Employee Handbook

## DISCUSSION:

### SUMMARY:

The San Joaquin Council of Governments has updated its Employee Handbook. The last time it was updated by SJCOG Board was in 2021. With possible legal changes since then, the Executive Director started a review to ensure the document was in compliance with the latest laws. The policy handbook was updated in concert with review and advice from COG's counsel (Neumiller and Beardslee) and HR consultant, HR to Go.

Ricardo Aranda with Neumiller and Beardslee will provide an overview of changes at the Executive Committee meeting. A complete copy of the draft employee handbook is attached.

While the following list is not a complete summary of edits, here is an overview of some changes for the committee's attention.

- Section 4.4.5 (Sick Leave Incentive Program): Narrowed the definition of "sick leave abuse" to any use is not permitted under the policy or state law.
- Deletion of "Manager of Administrative Services" as a contact person (within the handbook) and utilized "Human Resources" as referenced.
- Changed he/she pronouns to "they"
- Designated Person for sick leave: Unlike the California Family Rights Act (CFRA), the text of the sick leave law does not include a clarifying definition. Conceivably, it could be anyone. Clarified designated person could be anyone identified by the employee. The legislative history of the bill supports that interpretation.
- Updated work from home policy so it was more reflective of SJCOG's existing practice of a hybrid work schedule, as the other language was outdated.
- Removed the requirement that employees are mandated to use their leave when on Family and Medical Leave Act (FMLA) or CFRA or other types of leave. This is not required by law.



- Updated Bereavement leave to reflect five days as required by law and clarified that SJCOG will provide bereavement leave pay for those five days. Law allows employers to determine whether bereavement leave is paid or unpaid.
- A global change where the word “Vacation” is used to be replaced with “Annual Leave” as both were used throughout the handbook.
- Deleted expired references to COVID19 pandemic.
- Updated legal references to FMLA and CFRA

**RECOMMENDATION:**

Recommend to SJCOG Board the approval of the Employee Handbook.

**FISCAL IMPACT:**

None. While this is a policy manual with no immediate fiscal impacts, there certainly are policies within the handbook that have fiscal implications related to accrual and use of leave, as an example.

*ATTACHMENT – DRAFT EMPLOYEE HANDBOOK*

*Prepared by: Diane Nguyen, Executive Director*



# DRAFT

## **SAN JOAQUIN COUNCIL OF GOVERNMENTS**

## **EMPLOYEE HANDBOOK**

*Revised: June 2023*

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# SAN JOAQUIN COUNCIL OF GOVERNMENTS

## EMPLOYEE HANDBOOK

### ARTICLE I INTRODUCTION

**Section 1.1. Employee Handbook.** This handbook is intended to help employees get acquainted with the San Joaquin Council of Governments (SJCOG) and its subordinate entities: San Joaquin County Transportation Authority (SJCTA), SJCOG, Inc., and *dibs*. All references to SJCOG are assumed to be applicable to all, unless otherwise noted. It describes, in general terms, some of our employment guidelines and is designed to be a working guide for employees and supervisors in the day-to-day administration of SJCOG. Employees should understand the manual is not intended to be a contract (expressed or implied), nor is it intended to otherwise create any legally enforceable obligations on the part of SJCOG or its employees. Nothing in this handbook should be interpreted to change or otherwise alter an employee's at-will status.

This handbook supersedes and replaces all previous personnel policies, practices, and guidelines. SJCOG reserves full discretion to add to, modify, or delete provisions of this handbook, or the policies and procedures on which they may be based, at any time, without notice. For this reason, employees are urged to check with their supervisor to obtain current information regarding the status of any policy, procedure, or practice.

This handbook has been reviewed and adopted by the Governing Board of the SJCOG Board of Directors in its capacity as the governing body of both SJCOG, SJCTA, and all sub-units. The handbook will be distributed to all personnel in the organization.

**Section 1.2. Equal Employment Opportunity.** SJCOG's policy is to provide equal employment opportunity for all applicants and employees. SJCOG does not unlawfully discriminate on the basis of race, color, religion, sex (including pregnancy, childbirth, or related medical conditions), gender identity, gender expression, national origin, ancestry, citizenship, age, physical or mental disability, legally protected medical condition or information, family care status, military caregiver status, veteran status, marital status, domestic partner status, sexual orientation, genetic information, or any other basis protected by local, state, or federal laws. When necessary, SJCOG also makes reasonable accommodations for disabled employees and pregnant employees who request an accommodation, with the advice of their health care providers, for pregnancy, childbirth, or related medical conditions.

Finally, SJCOG prohibits sexual harassment and the harassment of any individual on and of the bases listed above. For information about the types of conduct that constitute impermissible harassment and SJCOG's internal procedures for addressing complaints of harassment, the legal remedies available through and complaint procedures of the appropriate state and federal agencies, and directions on how to contact these agencies, please refer to the Policy Against Harassment in this Handbook.

This policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfer, disciplinary action, and social and recreational programs. It is the responsibility of every manager and employee to conscientiously follow this policy. Any employee having any questions regarding this policy should discuss them with his or her immediate supervisor, deputy director or the executive director. Employees should report incidents of unlawful discrimination using the procedure described in the “Policy Against Harassment” (Section 1.4).

**Section 1.3. Employment at Will.** All employment at SJCOG is “at will.” This means both employees and SJCOG have the right to terminate employment at any time, with or without advance notice, and with or without cause. SJCOG does not guarantee continued or permanent employment. Employees also may be demoted or disciplined, and the terms of their employment may be altered at any time, with or without cause, at the discretion of SJCOG. No one other than the executive director has the authority to alter this arrangement, to enter into an agreement for employment for a specified period, or to make any agreement contrary to this at-will status. Any such agreement must be in writing, must be signed by the executive director and by the affected employee, and must express a clear and unambiguous intent to alter the at-will nature of the employment relationship.

**Section 1.4. Policy Against Harassment.** SJCOG is committed to providing a workplace free of unlawful harassment. This includes sexual harassment (which includes harassment based on gender, gender identity, gender expression, pregnancy, childbirth, or related medical conditions), as well as harassment based on such factors as race, color, creed, religion, national origin, citizenship, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, domestic partner status, family care or medical leave status, veteran status, genetic information, or any other basis protected by federal, state, or local laws. SJCOG strongly disapproves of and will not tolerate harassment of employees by managers, supervisors, or co-workers. Similarly, SJCOG will not tolerate harassment by its employees of non-employees with whom SJCOG employees have a business, service, or professional relationship. SJCOG also will attempt to protect employees from harassment by non-employees in the workplace.

Although SJCOG’s ability to discipline a non-employee harasser (e.g., supplier or vendor or member of the public) may be limited by the degree of control, if any, that SJCOG has over the alleged harasser, any employee who has been subjected to harassment should file a complaint and be assured that action will be taken.

Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive, or hostile working environment or that interferes with work performance and is based on one or more of the factors noted above. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission to or rejection of the conduct is used as the basis for an employment decision; or (3) the harassment interferes with an employee’s work performance or creates an intimidating, hostile, or offensive work environment.

Harassing conduct can take many forms and may include, but is not limited to, the following when based upon an employee's protected status as noted above: slurs, jokes, statements, gestures, assault, impeding or blocking another's movement or otherwise physically interfering with normal work, pictures, drawings, or cartoons, violating someone's "personal space," foul or obscene language, leering, stalking, staring, unwanted or offensive letters or poems, offensive email or voicemail messages.

Sexually harassing conduct includes all these prohibited actions, as well as other unwelcome conduct such as requests for sexual favors, conversation containing sexual comments, and unwelcome sexual advances. Sexually harassing conduct can be by a person of either the same or opposite sex.

Any incident of harassment, including work-related harassment by any SJCOG personnel or any other person, should be reported immediately to the employee's supervisor, deputy director or the executive director. Supervisors who receive complaints or who observe harassing conduct should inform the executive director immediately. SJCOG emphasizes that an employee is not required to complain first to his or her supervisor if that supervisor is the individual who is harassing the employee but may instead report the harassment to any other member of management or the executive director so that an investigation may be initiated.

Every reported complaint of harassment will be investigated thoroughly, promptly, and in as confidential manner as possible consistent with a full, fair, and proper investigation. In addition, SJCOG will not tolerate retaliation against any employee for cooperating in an investigation or for making a good faith complaint of harassment.

In the case of SJCOG employees, if harassment is established, SJCOG will discipline the offender. Disciplinary action for a violation of this policy can range from verbal or written warnings up to and including immediate termination, depending upon the circumstances.

Nothing in this section should be interpreted to change or otherwise alter an employee's at-will status.

Harassment and retaliation for opposing harassment or participating in investigations of harassment are illegal. In addition to notifying the agency about harassment or retaliation complaints, or unlawful discrimination complaints, affected employees may also direct their complaints to the California Civil Rights Department ("CRD"), which has the authority to conduct investigations of the facts. The deadline for filing complaints with the CRD is three (3) years from the date of the alleged unlawful conduct. Employees should contact the nearest CRD office at the locations listed or by checking the state government listings in the local telephone directory or online for further information.

**Section 1.5. Whistleblower Policy.** A whistleblower as defined by this policy is an employee of SJCOG who reports an activity that he/she/they considers to be illegal or dishonest to one or more of the parties specified in this Policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.



Examples of illegal or dishonest activities are violations of federal, state or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact his/her/their immediate supervisor or the Executive Director. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination.

Whistleblower protections are provided in two important areas -- confidentiality and against retaliation. Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. SJCOG will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblower who believes he/she is/they are being retaliated against must contact the Executive Director immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

All reports of illegal and dishonest activities will be promptly submitted to the Executive Director who is responsible for investigating and coordinating corrective action, or to the Board of Directors if the allegations involve the Executive Director.

Employees with any questions regarding this policy should contact the Executive Director.

## **ARTICLE II EMPLOYMENT STATUS**

**Section 2.1. Employee Classifications.** Employee classifications are as follows:

Section 2.1.1. Regular Full-Time Employees. An employee who is regularly scheduled to work not less than eighty (80) hours per pay period for a period of indefinite duration is referred to as a regular full-time employee. A regular full-time employee is eligible for benefits as described in this handbook.

Section 2.1.2. Regular Part-Time Employees. An employee who is regularly scheduled to work less than eighty (80) hours per pay period for a period of indefinite duration is referred to as a regular part-time employee. Regular part-time employees are eligible for benefits only as specifically described in this handbook.

Section 2.1.3. Intern/Temporary Employees. Interns and temporary employees are persons hired to work on special assignments with the understanding that such work will be completed within a specified period of time. When the need arises, SJCOG will hire employees

for a temporary period or contract with a service or agency independent of SJCOG. Interns and temporary employees do not become regular employees because of the passage of time. Except for sick leave, interns and temporary employees are not eligible for the benefits described in this handbook. SJCOG hires interns to provide students or recent graduates with an opportunity to receive “real world” experience. Interns are hired for a specific length of time not to exceed one year and work up to 80 hours a pay period. Intern employees are compensated based upon anegotiated hourly rate. Interns and temporary employees are eligible to accrue sick leave.

Section 2.1.4. Casual Employees. Casual employees are all those who are hired on a sporadic basis to work for a few hours or days at a time. Casual employees are not eligible for the benefits described in this handbook.

Section 2.1.5. Exempt/Non-Exempt Employees. Exempt employees are those employees who are exempt from earning overtime compensation; non-exempt employees are those employees eligible for overtime compensation in accordance with the provisions of applicable wage and hour laws. Overtime compensation requirements are set forth in the section of this handbook entitled “Hours of Work and Overtime.” The Board of Directors has established the following positions as exempt: Executive Director, Deputy Executive Director/Chief Financial Officer, Deputy Director of Planning, Deputy Director of Programming and Project Delivery, Manager of Finance, Project Manager, Habitat Conservation Manager, Senior Regional Planner(s) (subject to IRS test), Information Technology Manager, and Chief Accountant. Other positions may or may not be exempt, and the status of the employee in that position will be established at the time of hiring, depending on the duties and responsibilities of the position.

Section 2.1.6. Salaried Employees. Salaried employees are all those who are paid a fixed amount on a periodic basis and not by the hour.

Section 2.1.7. Hourly Employees. Hourly employees are all those employees whose wages are paid by the hour.

Section 2.1.8. Change in Employment Status. SJCOG may change the employment classification of any employee at any time based on the nature of the employment assignment.

Section 2.1.9. Hiring Powers. The executive director is hired by, and serves at the pleasure of, the board of directors; all other employees of SJCOG are hired by, and serve at the pleasure of, the executive director, subject to this handbook.

### **ARTICLE III HOURS OF WORK, OVERTIME AND PAY DAY**

**Section 3.1. Hours of Work**. SJCOG office hours are generally from 8:00 a.m. to 5:00 p.m., Monday through Friday, with an unpaid minimum 30-minute lunch or up to one hour lunch. Employees will be relieved of all duties and free to leave the worksite during their lunch. Employees will be assigned specific hours, shifts, and days of work, depending upon the need of

the department, by the supervisor. Due to the nature of SJCOG operations, employees may be required to work outside office hours. The executive director or the employee's supervisor may reschedule an employee's hours, and days whenever necessary, based upon the needs of SJCOG.

**Section 3.2. Pay Days.** Complete and accurate timecards are to be kept by all employees noting hours worked as well as any leave taken. Employees are paid biweekly, every other Friday. If a pay day falls on a holiday, paychecks will be distributed on the preceding workday. Paychecks are distributed to employees through direct deposit to the employee's bank or credit union.

**Section 3.3. Salary Increases.** From time to time, employees may be considered for salary increases. Employees will have their salary reviewed once every twelve (12) months after they are hired or promoted following an annual performance evaluation. Merit increases based on outstanding performances may be considered at any time. Merit increases may be made up to the limit of the job classification wage range based upon the employee's overall performance. Merit increases are not guaranteed. Cost of living increases may be given when economic conditions warrant them. Cost of living increases are not guaranteed. Salary ranges and maximum salaries for each position are set by SJCOG Board of Directors.

**Section 3.4. Performance Evaluation.**

Section 3.4.1. Annual Performance Evaluation. Annual employee performance evaluations shall be prepared by the immediate supervisor of the employee being evaluated. Each employee shall be given a copy of his or her performance evaluation report following a discussion of the evaluation with the rater. The employee will sign the evaluation as an indication that it was discussed with them by the evaluating supervisor. The signature of the employee does not necessarily indicate agreement with the evaluation. Each employee shall be provided the opportunity to add a written response to their evaluation. The employee performance evaluations shall become part of the official personnel record of the employee. Employee performance evaluations may be considered along with other pertinent information when a salary increase, or a disciplinary action is being contemplated. Concurrently the rater will develop performance goals with the employee for the next evaluation period.

Section 3.4.2. Goal Setting Session. The performance evaluation shall serve as a formal opportunity for the supervisor and employee to review the employee's performance in accordance with SJCOG objectives and directives. The performance evaluation shall serve as a formal opportunity for the supervisor and employee to set personal job-related goals for the employee. Subsequent performance evaluations shall review employee's efforts toward achieving these goals. If the employee fails to achieve the goals set forth, the supervisor and the employee shall analyze the appropriateness of the goals and the employee's activities, then re-establish goals or take appropriate action when necessary. Goals shall be stated in measurable terms as much as possible, and an appropriate completion date shall be assigned (i.e., X amount of Y work product shall be completed by Z date). The goals set by the supervisor and the employee, and the evaluation of goal achievement, shall become part of the employee's permanent file.

### **Section 3.5. Overtime Pay.**

#### **Section 3.5.1. Overtime Definition and Rates of Pay (Non-Exempt Employees).**

All non-exempt employees who work more than forty (40) hours in one work week will receive overtime pay at a rate of 1½ times the employee's regular rate of pay for all hours worked in excess of forty (40) in any one work week.

Only those hours actually worked are counted to determine an employee's overtime pay.

A. Overtime will be computed in tenths of an hour worked. Compensated holidays, sick leave, and annual leave, for example, are not hours worked and are therefore not counted in making overtime calculations.

B. There may be exceptions to the above overtime computations for non-exempt employees who are subject to the Alternative Work Hours 9/80 Schedule.

C. Overtime will be paid in cash at the rate of 1 ½ hours per overtime hours worked.

Section 3.5.2. Administrative Leave. Notwithstanding any other portion of this handbook, SJCOG recognizes that exempt employees do not receive overtime compensation, and may work irregular hours, and may not be able to take annual leave when desired. Accordingly, exempt employees shall be entitled to receive eighty (80) hours of paid administrative leave each fiscal year, which shall be posted to each exempt employee's account on July 1 of each year. Administrative Leave can be used for any purpose. Any number of hours can be used, however, no more than 40 hours can be used in June of the fiscal year. Administrative Leave can be used in combination with other leaves, for example, annual leave or holiday, to create a longer leave, or administrative leave can be used in smaller increments, for example using an hour to fill out a holiday for 9/80 purposes or for running personal errands. Unused Administrative Leave cannot be carried over to the next fiscal year after June 30 of each year. In the event an employee terminates employment, unused Administrative Leave has no payout value.

Section 3.5.3. Work Week. Unless otherwise provided, for purposes of calculating overtime, each workweek begins on Friday at noon and ends at noon the following Friday.

Section 3.5.4. Pay Period. A pay period is defined as a two-week period, with each paycheck covering such two-week periods.

Section 3.5.5. Alternative Work Hours (9/80). For the purpose of providing SJCOG staff with alternative work hours which will simultaneously benefit SJCOG and its employees by reducing daily work trips, shifting work trips outside of the heaviest commute times in Stockton, enhancing recruiting, improving morale and job satisfaction, and reducing overtime/compensated time off accrual, an alternative work hours policy is established. Eligibility to participate in the alternative work hour program will be determined in consultation between interested employees and their supervisors and approved by the executive director. Only employees who hold regular,

full-time SJCOG staff positions and have completed at least six (6) months of service with SJCOG are eligible for the program. Questions of eligibility will be resolved by the executive director.

The Alternative 9/80 Work Hours Program consists of the following:

- Program participants will work two 40-hour work weeks consisting of eight 9-hour workdays and one 8 hour workday during the two week, 80-hour pay period. The daily work schedule (start and end time) will be determined in consultation with the staff member's supervisor.
- Participants will have alternating Fridays off. The other Friday will be the eight-hour workday. SJCOG reserves the right to schedule staffs' Fridays off in order to provide adequate staffing. SJCOG reserves the right to call an employee on his/her scheduled day off to attend necessary work-related activities occurring on that day.
- Participants shall diligently coordinate their schedule with their supervisor to avoid accruing overtime or compensated time off incurred by attending necessary work-related activities on the participant's day off or through the attendance of after-hours meetings.
- Each 9/80 schedule must be maintained on a consistent basis and any change must be approved in advance by the employee's supervisor and deputy director.
- Overtime and compensated time off for 9/80 participants accrue only after 80 hours have been charged in the pay period. The Alternative Work Hours 9/80 Schedule is an exception to the general overtime rules as specified in Section 3.5.1.B above.
- In any pay period where an employee is unable to accrue 80 hours, annual leave, compensated time off earned, floating holiday, or earned incentive hours must be used to make up the difference.
- When a holiday falls on the Friday off, the employee will take off the following Monday unless the Monday is within a different pay period, in which case the employee will take off the day before the regular holiday. The employee will credit the holiday time as eight hours and account for the extra hour as noted under the alternative work hour schedule.
- Employees are expected to adhere to the general guidelines on a voluntary basis and to continue to meet job commitments and responsibilities. The employee must accurately fillout his/her time sheet each day.

- Any abuse of this program will result in the loss of the privilege to participate in the 9/80 program.

Section 3.5.6. Paycheck Deductions. Paycheck deductions are to be noted on the paycheck stub and will fall into two categories.

A. Required deductions include, but are not limited to, federal income tax, state income tax, and Medicare.

B. Voluntary deductions will include, but are not limited to, those approved by the employee such as, the credit union, deferred compensation, flexible benefits administration, life, and health insurance plans.

### **Section 3.6. Other Types of Pay.**

Section 3.6.1. Pay Advances. There will be no pay advances.

Section 3.6.2. Payment on Resignation or Termination. It is SJCOG's practice that if an employee resigns, his or her paycheck will be available on the final day of work, provided the employee has given at least 72 hours prior notice in writing. If an employee resigns without giving 72 hours' notice, his or her paycheck will be made available within 72 hours after the employee gives notice of the resignation, unless the employee requests in writing that his or her final paycheck be mailed, in which case SJCOG will mail the final paycheck within three days after the employee gives notice. Employees who are terminated involuntarily will be paid on the day of the discharge. If an employee is hired for a specific assignment or otherwise has a defined term of employment, his or her paycheck will be available upon the completion of the assignment or employment term. In all cases, employees' final paychecks will include payment for all wages owed and any accrued but unused annual leave and floating holiday time. Administrative Leave is not an accrued leave and not subject to payment upon termination.

**Section 3.7. Lactation Accommodation Policy.** It is important to recognize that an employee's decision to express milk in the workplace is a legally protected right and a decision supported by SJCOG.

Section 3.7.1. Legal Requirements. This policy complies with employer lactation accommodation requirements in the Fair Labor Standards Act and the California Labor Code Section 1030.

Section 3.7.2. Work Breaks for Lactation. For up to one year after a child's birth, employers must allow employees to take reasonable breaks for lactation each time the employee has a need to express milk. Employees are entitled to use regular paid breaks, meal periods, and unpaid break time to express milk. Employers may provide a flexible schedule so employees can make up unpaid break time if requested. After a child's first year, the Employer should continue to provide reasonable breaks for lactation. Lactating employees may use breaks to breastfeed a child at a nearby childcare facility. Employers must accommodate employees asking for lactation breaks:

1. Before the start of an employee's child bonding leave, or upon request, the Employer will provide the employee with a "Request for Lactation Accommodation" form, a copy of this policy, and related parental information. See Human Resources for the form and information.
2. The employee should be instructed to complete the accommodation request form and return it to Human Resources as soon as possible and no later than ten (10) business days before returning from leave.
3. Human Resources should discuss any impact on workload and/or work schedule with the employee and employee's supervisor. This will help balance the lactation accommodation with the department's needs.
4. SJCOG will provide reasonable lactation breaks up to one year after the child's birth. After the child's first year, SJCOG may continue to provide reasonable lactation breaks.
5. If SJCOG cannot provide break time or a location that complies with this policy, SJCOG must provide a written response to the employee.

SJCOG will provide employees with space for lactation, which is not a bathroom. The space will be protected from view, will be protected from intrusion by coworkers and the public, and will be in close proximity to the employee's work area. Rooms designated for lactation will be identified with appropriate signage. A designated lactation space may be used for other purposes when not needed for lactation.

SJCOG is responsible for creating a system for scheduling use of the lactation space by multiple employees. The system will ensure all employees who need to use the space for lactation can use it during approved breaks.

SJCOG will provide a private room with the following amenities, if possible:

- Locking door
- Hospital grade electric breast pump
- Sink with running water
- Electrical Outlet
- Comfortable Chair
- Refrigerator to store breast milk
- Sufficient lighting
- Flat surface
- Partitions to accommodate multiple lactating employees simultaneously Section 3.7.3.

Section 3.7.3. Public Lactation Rights. Nursing employees are not required to limit lactation to designated lactation spaces. SJCOG employees must not interfere with any

member of the public who is engaged in lactation by expressing milk or nursing a child in any SJCOG location open to the public.

Section 3.7.4. Right to File Complaint. An employee has a right to file a complaint with the Labor Commissioner for any violation of an employee's lactation accommodation rights.

#### **ARTICLE IV HOLIDAYS; ANNUAL LEAVE; LEAVES OF ABSENCE**

**Section 4.1. Holidays.** SJCOG generally observes the following standard holidays and provides all full-time employees time off with pay at their normal base rate unless otherwise provided in this Handbook. Part-time employees receive holiday time off, with pay pro-rated according to the number of weekly hours they are scheduled to work, divided by forty (40) hours.

New Year's Day	Admission Day*
Martin Luther King, Jr. Day	Columbus Day*
Lincoln's Birthday*	Veterans Day*
President's Birthday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Employee's Birthday*

SJCOG reserves the right, in its discretion, remove, add, or otherwise change the observed holiday list. SJCOG may issue an updated list of which holidays will be observed for the upcoming year sometime around the end of the prior calendar year. Holidays are to be taken on the day they occur, except holidays falling on Saturday will be observed the preceding Friday, and those falling on Sunday will be observed the following Monday. Any regular full-time employee whose regularly scheduled day off falls on a regular holiday is entitled to eight (8) additional hours of compensatory time off. Employees are also granted five (5) floating holidays per year, which are those holidays marked with an asterisk in the list above. Floating holidays may be accumulated up to a maximum of six (6) days or 48 hours. Accrual shall cease when 48 hours have been accumulated, until floating holiday hours have been taken to reduce the number of hours less than 48 hours. The choice of floating day to be taken off must be approved by the employee's supervisor. No employee will receive pay in lieu of floating holidays except on the termination of his or her employment.

**Section 4.2. Annual Leave Policy.** SJCOG provides annual leave benefits to eligible employees to enable them to take paid time off for rest and recreation. SJCOG believes this time is valuable for employees in order to enhance their productivity and to make their work experience with SJCOG personally satisfying.

**Section 4.3. Annual Leave Accrual.** All regular full-time employees are eligible to take annual leave benefits based on their continuous length of service, measured from the date of hire. All regular part-time employees are eligible to accrue and take annual leave time off, except that annual leave accrual is pro-rated, according to the number of weekly hours they are scheduled to work, divided by forty (40) hours. "Continuous length of service" is defined as service that is



uninterrupted by termination of employment and subsequent rehire by SJCOG or a break in service that has been bridged. No annual leave may be taken during the first 1,040 hours of scheduled hours of work, unless otherwise approved in writing by the Executive Director.

Annual leave accrues according to the following schedule, unless otherwise provided in a written contract of employment:

Years of Continuous Employment	Annual Leave Accrual
Date of Hire through the third year	2 weeks per year (80 hours), up to a maximum of 20 days
Fourth year through Tenth year	3 weeks per year (120 hours), up to a maximum of 30 days
Eleventh year through Twentieth year	4 weeks per year (160 hours), up to a maximum of 40 days
Twenty-first year and thereafter	4.6 weeks per year (184 hours), up to a maximum of 46 days

Section 4.3.1. Temporary and Casual Employees. Temporary and casual employees do not accrue annual leave benefits except as required by state law.

Section 4.3.2. Maximum Accrual. Annual leave accruals may not exceed the amount shown as the maximum in Section 4.3 above, except as otherwise provided in a written contract of employment. Once this maximum is reached, all further accruals of annual leave will accrue instead as sick leave. Annual leave accruals will recommence after the employee has taken annual leave and his or her accrued hours have dropped below the maximum accrual allowed.

Section 4.3.3. Pay in Lieu of Annual Leave. No employee will receive pay in lieu of annual leave except on the termination of his or her employment, as described in Section and except as provided in Section 4.3.3.A.

A. Policy for the Sale of Annual Leave. The object of annual leave is to provide adequate time for employees to rejuvenate their ability to function in an effective manner and provide time for leisure activities. There are instances when an employee is faced with difficulty in taking annual leave because of workload and demands of the job. This can produce a build-up of annual leave in excess of the limits placed by the SJCOG. Therefore, the SJCOG will purchase annual leave from the employee from the account maintained by the SJCOG for the payment of annual leave.

The following requirements must be met to be eligible for the sale of annual leave by an employee:

- Employee must maintain a minimum of forty (40) hours after the sale of annual leave.

Procedures for sale of annual leave:

- Employee submits a request to Finance for sale of annual leave.
- Finance verifies the availability of annual leave and the minimum annual leave balance.
- The deputy executive director/CFO and executive director approves the sale of annual leave.
- The proceeds of the sale of annual leave will be included in the employee's next paycheck.

Section 4.3.4. Annual Leave Accrual during Periods of Leaves of Absence. No annual leave accrues during an unpaid leave of absence, but annual leave accrual continues during paid leaves of absence or while on disability salary continuation. Annual leave accruals recommence when the employee returns to work.

Section 4.3.5. Annual Leave Pay on Termination. On termination of employment, the employee is paid all accrued but unused annual leave at the employee's base rate of pay at the time of his or her termination.

Section 4.3.6. Annual Leave Approval. All annual leaves must be approved in advance by the employee's immediate supervisor.

Section 4.3.7. Annual Leave Scheduling. Scheduling of annual leaves is to be done in a manner consistent with SJCOG's operational requirements. Annual leave requests should be submitted by employees to their immediate supervisor for approval at least four (4) weeks prior to the commencement of an annual leave period. Annual leave requests may be disapproved or rescheduled to accommodate SJCOG's operational requirements.

Section 4.3.8. Annual Leave Advances. An employee is not permitted to borrow on future accrual of annual leave benefits.

**Section 4.4. Sick Leave.** In order to help prevent loss of earnings that may be caused by accident or illness, SJCOG has an established paid sick leave policy.

Section 4.4.1. Eligibility/Accrual. All regular full-time employees are eligible for 3.696 hours of sick leave biweekly. Regular part-time are eligible to accrue sick leave on a pro-rata basis. Temporary, interns, and casual employees are eligible to accrue sick leave after the 30<sup>th</sup> day of employment. Eligible employees may carry over accrued but unused sick leave from one calendar year to the next.

Section 4.4.2. Use. Sick leave may be taken for a personal illness, an emergency, a disability, or for family care or medical leave as described in SJCOG's "Leaves of Absence" policy. Eligible employees may also use sick leave, to attend to an illness of a child

(i.e., biological child, adopted child, foster child, stepchild, legal ward, or a child for which the employee stands in loco parentis); a parent (i.e., biological parent, adoptive parent, foster parent, stepparent, parent-in-law, or legal guardian); a spouse; a registered domestic partner; a grandparent; a grandchild; a sibling; or a “designated person.”

A “designated person” is any individual identified by the employee at the time the employee requests sick leave. SJCOG limits an employee to one designated person per 12-month period. While the definition of “designated person” is broad and can include any family member, a neighbor, or a friend, employees should keep in mind that once they choose a designated person, it cannot be changed for 12-months.

Additionally, time off necessary for medical and dental appointments will be treated as sick leave. Sick leave for non-emergency medical or dental care during an authorized annual leave period is not permitted.

SJCOG retains the right to request verification from a licensed health care provider for all absences due to illness or disability. Sick pay may be withheld if a satisfactory verification is not provided by the employee.

A. No employee shall be entitled to use sick leave for the following reasons:

(1) Sickness or disability during time when the employee is not scheduled to work.

(2) Disability arising from any sickness or injury as a result of an accident occurring during employment for which the employee is entitled to temporary disability indemnity except that the employee shall be entitled to use accumulated sick leave that when added to the employee’s disability indemnity, will result in a payment to the employee of not more than the employee’s full salary or wage.

(3) Any employee who is scheduled to work on a regular or floating holiday who is absent on that holiday due to illness shall not be permitted to use sick leave if such employee is ill but shall be charged with having used the holiday.

B. Upon termination from SJCOG, with achievement of age fifty (50) or at least twenty (20) years of service, an employee may convert unused sick leave to pay for premiums to cover the continuation of health care insurance. Employee must submit invoices documenting the cost of health care insurance annually, or more frequently, to receive this benefit. Other than this conversion at retirement, there is no cash payment of sick leave.

Section 4.4.3. Compensation for Sick Leave. Eligible employees will receive pay at their normal base rate for any sick leave taken. No employee will receive pay in lieu of sick leave under any circumstances, and employees will not be paid for any accrued but unused sick leave upon termination of employment except as defined in Section 4.4.2.B.

Section 4.4.4. Coordination of Sick Leave Benefits with Workers' Compensation and Non-Occupational Disability or Medical Leaves of Absence. SJCOG will pay sick leave benefits to an eligible employee during the normal three-day waiting period before the employee is paid workers' compensation benefits pursuant to the applicable state or federal law governing the industrial injury or illness.

Similarly, SJCOG will pay sick leave benefits, if available, during the normal seven-day waiting period before the eligible employee is paid benefits from SJCOG's insured disability plan.

Following the three-day and seven-day waiting periods specified above, an employee will continue to receive accrued sick pay, less the disability benefits actually received or the disability benefits that would have been received had the employee made a timely application to the appropriate agency.

Section 4.4.5. Sick Leave Incentive Program. In an effort to reduce the level of sick leave usage, SJCOG has established the following sick leave incentive plan.

A. Conditions of Participation. An employee must be employed with SJCOG as a regular full-time employee for at least one entire year to be eligible for incentive rewards.

B. Qualifications and Rewards. Eight (8) hours of incentive leave will be granted to an employee who, as of December 31 of each year, has used less than sixteen (16) hours of sick leave time during the preceding year, and sixteen (16) hours of incentive leave will be granted to each employee who has used less than eight (8) hours of sick leave time during the preceding year.

C. Sick Leave Abuse. Sick leave abuse is defined as using sick leave for purposes not identified above. If an employee is found to have abused the privilege of sick leave benefits, the Executive Director may take disciplinary action against the employee.

**Section 4.5. Family Care, Medical, and Military Family Leave.** SJCOG provides leave according to the Family and Medical Leave Act of 1993 (FMLA) and the California Family Rights Act (CFRA), which provides unpaid, job-protected leave to covered employees in certain circumstances. Note that certain leave benefits vary depending on whether the employee is eligible under the FMLA or CFRA as described below and may also affect an individual employee's right to a particular leave. Accordingly, the policy below generally describes the leaves available under these laws, but should not be construed as promising that specific provisions will apply in any given case. Employees should contact Human Resources for specific details.

Section 4.5.1. Eligibility. To be eligible for family care, medical, and military family leave under the FMLA ("FMLA Leave"), an employee must (1) have worked for SJCOG for at least twelve months prior to the date on which the leave is to commence; (2) have worked at least 1,250 hours in the twelve(12) months preceding the leave, and (3) work at a location with 50 employees or more within a 75-mile radius of SJCOG's closest facility.

Effective January 1, 2021, employees will qualify for family care, medical and military leave under the CFRA (“CFRA Leave”) if they: (1) have worked for SJCOG for at least twelve (12) months prior to the date on which the leave is to commence; (2) have worked at least 1,250 hours in the twelve (12) months preceding the leave; and (3) SJCOG directly employs five (5) or more persons.

Thus, employees who work at a location where SJCOG employs fewer than 50 persons within 75-miles of SJCOG’s next closest facility are not eligible for FMLA Leave; however, they may be eligible for CFRA Leave.

An employee returning from fulfilling his or her National Guard or Reserve military obligation will be credited with the hours of service that would have been performed, but for the period of military service, in determining the 1,250 hours of service.

In the case of a pregnancy or other legally protected disability or medical condition or work-related injury, an employee may not need to satisfy all the requirements. In such circumstances, the employee should contact Human Resources for clarification about his or her rights for other types of leave.

Section 4.5.2. Permissible Uses of Family Care, Medical, and Military Leave.  
FMLA Leave and/or CFRA Leave may be requested for any of the following reasons:

- (FMLA and CFRA) The birth, adoption, or foster care placement of an employee’s child (including the child of a registered domestic partner) (CFRA only);
- (FMLA and CFRA) To care for the employee’s spouse, child (FMLA – minor or dependent adult) (CFRA – of any age) or parent with a serious health condition;
- (CFRA only) To care for the employee’s grandparent, grandchild, parent-in-law, sibling, registered domestic partner or designated person (like family) with a serious health condition; For purposes of CFRA leave only, a “designated person” is any individual related by blood or whose association with the employee is the equivalent of a family relationship. SJCOG limits employees to one designated person every 12 months.
- (FMLA and CFRA) To care for the employee’s serious health condition (pregnancy, childbirth, or a related medical condition is not considered a serious health condition under CFRA);
- (FMLA and CFRA) For a qualifying exigency related to covered active duty or call to active duty of the employee’s spouse, child or parent in the Armed Forces of the United States (“Military exigency leave”);

- (CFRA only) Military exigency leave related to an employee's registered domestic partner or parent-in-law in the Armed Forces of the United States;
- (FMLA only) Military caregiver leave to care for a covered service member if the employee is the covered servicemember's spouse, child, parent, or next of kin.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

"Military exigency leave" may be requested when there is a qualifying military exigency as defined by the U.S. Department of Labor arising out of the fact that an employee's spouse, child, or parent is on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation as defined by law. This leave does not apply to most state calls to active duty. Qualifying military exigencies include the following:

- Short-notice deployment where the employee may take leave to attend any issue that arises from the fact that a covered military member is notified of an impending call or order to active duty seven or less calendar days prior to the date of deployment. Leave taken for this purpose can be used for a period of seven calendar days beginning on the date the covered service member receives the notification.
- Military events and related activities where the employee may take leave to attend to any official ceremonies, programs, or events related to the call to active duty and to attend to family support, assistance programs, or informational briefings related to the call to active duty.
- Childcare and school activities where the employee may take leave to arrange for alternative childcare or to provide childcare on an urgent, immediate need basis when the need arises from the call to active duty, to enroll or transfer a child to a new school, to attend meetings with school or daycare facility staff regarding disciplinary measures, parent-teacher conferences, or meetings with school counselors.
- Financial and legal arrangements where the employee may take leave to make or update financial or legal arrangements related to the covered servicemember's

absence, such as preparing powers of attorney, wills, transferring bank accounts, and the like, or appearing or acting on behalf of the absent service member in matters related to military benefits.

- Counseling where the employee may take leave to attend counseling, the need for which arises from the call to active duty of the covered servicemember.
- Rest and recuperation where the employee may take up to five days of leave to spend time with a covered service member each time the servicemember is on short-term rest and recuperation leave during the period of deployment.
- Post-deployment activities where the employee may take leave for a period of up to 90 days following the termination of the deployment to attend arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs provided by the military, or to address issues that arise out of the death of a covered service member.
- Additional activities where the employee may take leave to address other events that arise out of the call to active duty as SJCOG and the employee may agree as to both timing and duration.

For purposes of “Military caregiver leave,” a covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, or (2) a covered veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness.

Section 4.5.3. Use of Paid Leave. FMLA and CFRA leaves are unpaid. Employees may elect to substitute accrued annual leave time, other paid personal leave and sick leave for all family care and medical leaves.

Section 4.5.4. Amount of Family Care, Medical, and Military Caregiver Leave. Provided all the conditions of this policy are met, an employee may take a maximum of 12 weeks of family care, medical, and military exigency leave in a rolling 12-month period measured backwards from the date the employee’s leave commences.

A. An employee’s disability due to pregnancy, childbirth, or related medical conditions is considered a “serious health condition” under the FMLA but not the CFRA. Employees who are unable to work due to pregnancy disability will be granted the greater of 12 weeks leave or the amount of leave to which the employee maybe entitled under California state law for a pregnancy-related disability or in connection with childbirth. Family care leaves for the birth, adoption, or foster care placement of a child must be concluded within one year of the birth, adoption, or placement.

B. Military Caregiver Leave (FMLA only). Provided all the conditions of this policy are met, an employee may take a maximum of 26 weeks of military caregiver leave in a single 12-month period, inclusive of the time the employee takes for a family care, medical, or military exigency leave during that period. These 12 months will be measured forward from the first day leave is taken. Spouses who are both employed by SJCOG may take a maximum combined total of 26 weeks in the 12 months for the care of the servicemember and the birth, adoption, or foster care of their child or to care for an ill parent, provided that no more than 12 weeks of this combined 26-week period may be taken for reasons other than to care for the servicemember.

C. Intermittent Leave. Medical leave for the employee's own serious health condition, family care leave for the serious health condition of the employee's spouse, parent, or child, and military caregiver leave may be taken intermittently or on a reduced schedule when medically necessary. Where the intermittent or reduced schedule leave is for planned medical treatment, the employee must make an attempt to schedule the treatment so as not to disrupt unduly SJCOG's operations. Where the family care leave is to be taken in connection with the birth, adoption, or foster placement of a child, the minimum duration for each period of leave is two (2) weeks, except that the employee may request leave of less than two weeks duration on any two occasions. Military exigency leave also may be taken intermittently or on a reduced schedule.

Section 4.5.5. Leave's Effect on Pay. Except to the extent that other paid leave is substituted for family care, medical, and military family leave, leave under the FMLA and the CFRA is unpaid.

Section 4.5.6. Leave's Effect on Benefits. During an employee's family care, medical, and military family leave, SJCOG will continue to pay for the employee's participation in SJCOG's group health plans, pension and retirement plans, and supplemental unemployment benefit plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave. Thus, the employee must continue to pay his or her share of the health plan premiums during the leave. If paid leave is substituted for unpaid leave, such payments will be deducted from the employee's pay through the regular payroll deductions. Otherwise, the employee must make arrangements with SJCOG for the payment of such premiums. If the employee fails to pay his or her share of the premiums during leave, or if the employee fails to return from the leave without a qualifying reason, SJCOG may recover any health plan premiums paid by SJCOG on the employee's behalf during the leave.

Employees on family care, medical, and military family leave accrue employment benefits such as sick leave, annual leave benefits, or seniority only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual.

Use of FMLA or CFRA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.



Section 4.5.7. Procedure for Requesting Family Care, Medical, and Military Family Leave.

A. Notice Requirements. Employees must notify SJCOG of their request for family care, medical, military exigency, or military caregiver leave as soon as they are aware of the need for such leave. For foreseeable family care, medical, and military caregiver leave, the employee must provide 30 calendar days' advance notice to SJCOG of the need for leave. For events that are unforeseeable 30 days in advance, the employee must notify SJCOG as soon as is practicable and generally must comply with SJCOG's normal call-in or notice procedures. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee must make an attempt to schedule such treatment so as to avoid unduly disrupting SJCOG operations and may be requested to reschedule the treatment so as to minimize disruption of SJCOG's business.

If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, SJCOG reserves the right to delay the taking of the leave until at least 30 days after the date the employee provides notice of the need for family care or medical leave.

All requests for family care, medical, military exigency, and military caregiver leave should include enough information to make SJCOG aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave, if known. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform SJCOG if the requested leave is for a reason for which FMLA or CFRA leave was previously taken or certified.

Any requests for extensions of leave under this policy must be received as soon as is practicable and must include the revised anticipated date(s) and duration of the leave. To the extent permitted by law, SJCOG reserves the right to deny requests for extensions or deny reinstatement to an employee who exceeds the leave amounts provided by this policy or fails to provide requested medical certification. In addition, if you have a disability, you may be eligible for leave under the Americans with Disabilities Act (ADA) or state law. For more detailed information on extended leaves, please contact Human Resources.

Once SJCOG is aware of the employee's need for leave, SJCOG will inform the employee whether they are eligible under the FMLA or CFRA. If the employee is eligible, the notice will specify any additional information required as well as the employees' rights and responsibilities. If the employee is not eligible, SJCOG will provide a reason for the ineligibility.

B. Certification. Any request for medical leave for an employee's own serious health condition, for family care leave to care for a child, spouse, registered domestic partner or parent with a serious health condition or for a serious injury, or for military caregiver leave must be supported by medical certification from a health care provider. For military caregiver leave, the employee must provide confirmation of a family relationship to the

seriously ill or injured servicemember. Employees generally must provide the required certification within fifteen (15) calendar days after SJCOG's request for certification.

For foreseeable leaves, employees must provide the required medical certification before the leave begins. When this is not possible, employees must provide the required certification within 15 calendar days after SJCOG's request for certification, unless it is not practicable under the circumstances to do so, despite the employee's good faith efforts.

The medical certification for a child, spouse, registered domestic partner, or parent with a serious health condition or for the serious injury or illness of a qualifying service member must include: (a) the date on which the serious health condition or serious injury or illness commenced; (b) the probable duration of the condition or injury or illness; (c) the health care provider's estimate of the amount of time needed for family care; (d) the health care provider's assurance that the health care condition or injury or illness warrants the participation of the employee to provide family care; and (e) in the case of intermittent or reduced schedule leave were medically necessary, the probable duration of such a schedule.

The medical certification for leave for the employee's own serious health condition must include: (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; (c) a statement that, due to the serious health condition, the employee is unable to perform the essential functions of his or her position; and (d) in the case of intermittent leave or reduced schedule leave were medically necessary, the probable duration of such a schedule. In addition, the certification may, at the employee's option, identify the nature of the serious health condition involved.

Failure to timely provide the required certification may result in the denial of foreseeable leave until such certification is provided. In the case of unforeseeable leaves, failure to timely provide the required certification may result in a denial of the employee's continued leave. Where the employee's need for leave due to the employee's own serious health condition, or the serious health condition of the employee's covered family member, lasts beyond a single leave year, SJCOG may require the employee to provide a new medical certification in each subsequent leave year. Any request for an extension of the leave also must be supported by an updated medical certification.

SJCOG Human Resources has developed forms for use in obtaining medical certifications that satisfy the requirements of this policy. For military caregiver leave, SJCOG will accept Invitational Travel Orders (ITOs) or Invitational Travel Authorizations (ITAs) in lieu of its medical certification form.

It is the employee's responsibility either to furnish a complete and sufficient certification or to furnish the health care provider providing the certification with any necessary authorization from the employee or the employee's family member in order for the health care provider to release a complete and sufficient certification to SJCOG to support the employee's leave request.

Where permitted by law, if SJCOG has reason to doubt the validity of the medical certification provided by the employee, SJCOG may require the employee to obtain a second

opinion from a doctor of SJCOG's choosing at SJCOG's expense. If the employee's health care provider providing the original certification and the doctor providing the second opinion do not agree, SJCOG may require a third opinion, also at SJCOG's expense, performed by a mutually agreeable doctor who will make a final determination.

It is the employee's responsibility to furnish his or her health care provider with the necessary authorization for the disclosure of medical information to the doctor(s) who will provide the second and third opinions. If the employee fails to provide the necessary authorization, the request for leave may be denied, in accordance with applicable law.

Section 4.5.8. Designation of Protected Leave. Once SJCOG has enough information to determine whether the leave is FMLA or CFRA-qualifying, SJCOG will inform the employee if leave will be designated as FMLA or CFRA-protected and, if known at that time, the amount of leave that will be counted against the employee's leave entitlement. If SJCOG determines that the leave is not protected, SJCOG will notify the employee.

Section 4.5.9. Recertification. The employee taking leave because of his or her own serious medical condition or the serious medical condition of a family member may be required, except in cases of military caregiver leave, to provide SJCOG with recertification at appropriate intervals. For purposes of recertification, the employer may request the same information as allowed by law for the original certification. As part of that request, SJCOG may provide the health care provider with a record of the employee's absence pattern to confirm whether such a pattern is consistent with the need for leave. The employee must provide the requested recertification within fifteen (15) calendar days of such a request, unless it is not practicable to do so despite the employee's diligent, good faith efforts.

Section 4.5.10. Return to Work Certification. Where the leave is for the employee's own serious health condition, SJCOG requires employee to provide medical certification that they are fit for duty and able to return to work. SJCOG may delay restoring the employee to employment or terminate the employee without such certificate.

Section 4.5.11. Leave's Effect on Reinstatement. Employees timely returning from a leave covered under this policy are entitled to reinstatement to the same or equivalent position consistent with applicable law.

An employee has no greater right to reinstatement than if they had been continuously employed rather than on leave. SJCOG will comply with all applicable laws pertaining to reinstatement of employees, including where required, the reasonable accommodation of employees who have been on an approved leave.

SJCOG complies with applicable family care, medical leave, and military family leave laws. Under the FMLA and CFRA it is unlawful for any employer to: interfere with, restrain, or deny the exercise of any right provided under the FMLA or CFRA; or discharge or discriminate against any person for opposing any practice made unlawful by the FMLA/CFRA or for involvement in any proceeding under or relating to the FMLA/CFRA. If an employer has done so, an employee may file a complaint with the U.S. Department of Labor (or the

California Department of Fair Employment and Housing for CFRA complaints) or may bring a private lawsuit against an employer. The FMLA and CFRA do not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights. If you have questions or would like further clarification about your rights under the FMLA, CFRA, or other types of leave, please contact Human Resources.

**Section 4.6. Other Leaves of Absence.**

**Section 4.6.1. Pregnancy-Related Disability Leave or Transfer.**

A. Leaves of Absence and Transfers. Any employee who is disabled on account of pregnancy, childbirth, or related conditions may take a pregnancy-related disability leave for the period of actual disability of up to four months, in addition to any family care or medical leave to which the employee may be entitled under this policy entitled Family Care, Medical and Military Family Leaves. Pregnancy-related disability leaves may be taken intermittently, or on a reduced-hours schedule, as medically necessary.

Moreover, an employee is entitled to a reasonable accommodation for pregnancy, childbirth, or related medical conditions if she so requests and provides the Company with medical certification from their health care provider. In addition to other forms of reasonable accommodation, a pregnant employee is entitled to transfer temporarily to a less strenuous or hazardous position or to less hazardous or strenuous duties if she so requests, the transfer request is supported by proper medical certification, and the transfer can be reasonably accommodated.

B. Use of Paid Leave for Pregnancy-Related Disability Leave. An employee taking pregnancy-related disability leave may elect to substitute any available sickpay or any accrued annual leave time for their leave. The substitution of paid leave for pregnancy-related disability leave does not extend the total duration of the leave to which an employee is entitled.

C. Leave's Effect on Benefits. If an employee is taking a Pregnancy-Related Disability leave, employer will maintain and pay for employee's health coverage under a group health plan for the duration of their leave up to a maximum of four months over the course of a 12-month period commencing on the date the Pregnancy-Related Disability leave begins at the level and under the conditions that coverage would have been provided if the employee had continued in employment continuously for the duration of the leave. SJCOG reserves the right to recover from employee the premium SJCOG paid to continue employee's benefits pursuant to this subsection if the employee fails to return from leave after the period of leave to which the employee is entitled has expired so long as the failure to return is not caused by the employee taking leave under the Moore-Brown-Roberti Family Rights Act or caused by the continuation, recurrence, or onset of a health condition that entitles the employee to Pregnancy-Related Disability leave or other circumstance that is beyond the control of the employee.

D. Other Terms and Conditions of Leave. The provisions of SJCOG's Family Care, Medical, and Military Family Leave policy regarding the leave's effect

onpay, notice requirements, medical certification requirements, and reinstatement also apply to all pregnancy-related disability leaves. However, for pregnancy-related disabilities, there is no process for obtaining more than one medical opinion, and there is no reinstatement exception for key employees. For the purpose of applying those provisions, an employee's pregnancy-related disability is considered to be a serious health condition.

Section 4.6.2. Other Disability Leaves. In addition to medical or pregnancy-related disability leaves described above, employees may take a temporary disability leave of absence if necessary to reasonably accommodate a workplace injury or a disability under the ADA or the FEHA. Any disability leave under this section will run concurrently with any medical leave to which the employee is entitled under this policy. Disability leaves under this section will be unpaid, unless the employee chooses to use any accrued sick leave or annual leave to receive pay when permitted by law.

Employees taking disability leave must comply with the Family Care, Medical and Military Family Leave provisions regarding substitution of paid leaves, notice, and medical certification. For the purpose of applying these provisions, a disability leave will be considered to be a medical leave.

If a disability leave under this section extends beyond 12 weeks in a 12-month period, the employee will not be entitled to any continued employer contributions towards any employee benefit plan unless otherwise required by law. An employee, however, may elect to continue participating in such benefit plans, at the employee's own expense, to the extent permitted by such plans.

The duration of a leave under this section shall be consistent with applicable law, but in no event shall the leave extend past the date on which an employee becomes capable of performing the essential functions of his or her position, with or without reasonable accommodation. For a full explanation of leave duration and reinstatement rights, employees should contact Human Resources.

Any employee requesting a leave of absence should complete a Request for Leave of Absence to be approved by their supervisor and Executive Director. Requests for illness or disability leave must be accompanied by a doctor's statement. Employees on leaves of absence without pay do not accrue annual leave, sick leave, or holiday time; and periods of leaves of absence do not count toward seniority.

Section 4.6.3. Other Legally Required Leaves of Absence. Eligible employees will be granted leaves of absence, as required by law, for military leave, jury or witness duty, certain court appearances, appearance at school by a parent when requested pursuant to the Education Code, emergency duty by a volunteer firefighter, a reserve peace officer, or emergency rescue personnel, to vote in a statewide election, for bereavement leave, for leave related to domestic violence, crime victims leave, or leave for the donation of an organ or bone marrow. Unless otherwise required by law or specified herein, employees will not be paid for such leaves of absence.

A. Military Leave. SJCOG will grant employees a military leave of absence for the entire time of deployment. Employees who must be absent from employment due to their participation in the uniformed services or other military duty will be granted time off with pay and benefits for the duration of such required absence. During such absence, SJCOG shall pay the difference between the eligible employee's military pay and his/her regular SJCOG salary if his/her military pay is less than the regular SJCOG salary.

Employees must notify their immediate supervisor as soon as they know the required dates of service (unless such notice is precluded by military necessity or is otherwise impossible or unreasonable) and, if requested, furnish the supervisor with a copy of the official orders or instructions. Upon return from an excused military leave, the employee will be reinstated to his or her former position, or another position, as provided by applicable law. In order to be eligible for reinstatement, the employee must (1) report to SJCOG or apply for employment within the period provided by federal and state laws; and (2) provide a certificate of satisfactory completion of service, as well as appropriate documentation to establish that the employee is eligible for reinstatement.

In order to receive payment, the employee must submit a copy of his or her military pay vouchers, as well as approved timesheets. SJCOG shall continue to provide dependent medical, dental, and vision benefits, if applicable, consistent with full-time employment. The eligible employee's military service shall be considered as paid employment for purposes of benefits under SJCOG's retirement plan.

B. Military Spouse Leave. SJCOG will grant employees a military leave of absence to the extent required by applicable federal and state law. Qualified California employees will be given up to ten (10) days leave during that time in which the employee's spouse or registered domestic partner is on leave from deployment in a combat zone with the active duty or reserve military or national guard during a period of military conflict. Employees may use accrued annual leave time to cover this absence. If the employee has no accrued annual leave, the employee must request time off without pay.

Qualifying employees are employees who work an average of twenty (20) hours per week and have a spouse or registered domestic partner who is serving as (1) a member of the U.S. Armed Forces and who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States, or (2) a member of the Armed Forces Reserve Components or the National Guard and has been deployed during a period of military conflict.

Qualifying employees who wish to request this leave must provide SJCOG with a written request for such leave within two (2) business days of receiving official notice that the military spouse or registered domestic partner will be on leave from deployment. The employee must also provide written documentation to SJCOG certifying that the military member will be on military leave from deployment.

C. Jury and Witness Duty. SJCOG will provide employees time off to serve, as required by law, on a jury or grand jury if the employee provides reasonable advance

notice. SJCOG will also provide employees with time off to appear in court or other judicial proceedings as a witness to comply with a valid subpoena or other court order. Any employee who is summoned for attendance to any court for jury duty shall be deemed to be on duty and there shall be no loss of pay, provided that any jury or witness fees (excluding payment for mileage) received by the employee shall be paid to SJCOG. Employees are required to provide reasonable advance notice of the need for jury/witness leave. Employees also are expected to report to work each day or portion of a day they are not performing jury/witness duty.

D. Leave for Educational/Daycare Purposes. Employees will be granted time off without pay for up to forty (40) hours per calendar year, but no more than eight (8) hours in any calendar month, to

- participate in the activities of schools or licensed child daycare facilities attended by their children,
- find, enroll, or re-enroll their children in a school or with a licensed childcare provider, or
- address a child care provider or school emergency (i.e., the school or child care provider requested that the child be picked up, there is a behavioral or discipline problem with the child that needs to be addressed with the school or child-care provider, there is a closure or unexpected unavailability of the school or child-care provider, or that there is a natural disaster, such as an earthquake or fire, requiring that the child be kept home or picked up from the school or child-care provider).

Employees must substitute accrued annual leave for purposes of a planned absence under this Section.

Employees wishing to take time off under this Section must provide their supervisors with reasonable notice of the planned absence. If both parents of a child are employed by SJCOG at the same worksite, the request for time off under this Section will be granted to the first parent to provide notice of the need for time off. The request from the second parent will be accommodated if possible.

SJCOG reserves the right to request that the employee furnish written verification from the school or daycare facility as proof that the employee participated in school or daycare activities on the specific date and at a particular time. Failure to provide written verification is grounds for disciplinary action.

SJCOG prohibits any discrimination or discharge due to an employee taking time off under this policy.

E. Volunteer Firefighter, Reserve Peace Officer, and Emergency Rescue Personnel. SJCOG provides unpaid leave to eligible employees who are volunteer firefighters, reserve peace officers or emergency rescue personnel so that such employees may

respond to a call to emergency duty. Additionally, when SJCOG employs 50 or more employees, SJCOG provides unpaid leave, up to fourteen (14) days per calendar year, to such employees so that they may engage in scheduled fire, law enforcement or emergency rescue training. Nonexempt employees will be granted time off without pay to perform emergency duties as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. Exempt employees who work any portion of a work week in which they also perform such emergency duties or training will receive their full salary for that work week. Otherwise, exempt employees will be granted time off without pay. Employees may substitute accrued annual leave for any unpaid portion of leave to perform such emergency duties or training.

Employees should notify the company of their status as a volunteer firefighter, reserve peace officer or emergency rescue personnel. Additionally, employees should provide as much advanced notice as practicable of the need for leave under this policy when they are called to emergency service or emergency rescue training.

SJCOG prohibits discrimination against an employee because they take time off under this policy.

F. Voting Time Off. Employees who do not have sufficient time outside of their regular working hours to vote in a statewide election may request time off to vote. If possible, employees should make their request at least two (2) days in advance of the election. Up to two (2) hours of paid time off will be provided, at the beginning or end of the employee's regular shift, whichever will allow the most available time for voting and the least time off work.

G. Crime Victims' Leave. SJCOG will provide unpaid time off and/or other accommodations to an employee who has been the victim of certain crimes as described below.

Leave to Obtain Relief Related to Being a Victim of Crime: Employees who are victims of domestic violence, sexual assault, stalking or other crimes may be eligible for unpaid leave to seek certain relief including, but not limited to, obtaining restraining orders, or appearing in court to obtain relief to ensure the health safety, or welfare, of the employee or their child. Employees who are the victims of certain crimes may also be eligible for unpaid leave from work for any of the following purposes:

- To seek medical attention for injuries caused by crime or abuse;
- To obtain services from a domestic violence shelter program, rape crisis center, or victim services organization or agency as a result of the crime or abuse;
- To obtain psychological counseling or mental health services related to an experience of crime or abuse; or
- To participate in safety planning and take other actions to increase safety from further crime or abuse, including temporary or permanent relocation.



SJCOG requires reasonable advance notice of the leave when feasible. You must also provide a certification of the reason for the leave within a reasonable time after your first day of absence. Certification may be sufficiently provided by documentation that reasonably verifies the activity such as:

- A police report indicating that the employee was a victim of domestic violence, sexual assault, stalking or other crimes;
- A court order protecting or separating the employee from the perpetrator of the crime or abuse or other evidence from the court or prosecuting attorney that the employee appeared in court;
- Documentation from a medical professional, domestic violence advocate, health-care provider, victim advocate, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse; or
- Any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf certifying that the absence is authorized by law.

SJCOG will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

**Reasonable Accommodation for Victims of Domestic Violence, Sexual Assault, or Stalking:** Employees who have disclosed their status as a victim of domestic violence, sexual assault, or stalking may request an accommodation for his or her safety while at work. The request should also include a certification as described above. Such accommodations may include transfer, modified schedule, or implementing safety procedures. However, SJCOG is not required to implement any action that constitutes an undue hardship on business operations. Upon receiving a request and certification, SJCOG will engage in a timely, good faith, interactive process with the employee to determine effective reasonable accommodations.

**Leave to attend Judicial Proceedings Related to Being a Victim of Crime:** SJCOG will also provide unpaid time off to an employee to attend judicial proceedings related to a crime if that employee is the victim of crime, an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim. SJCOG requires that where feasible, in advance of taking leave, the employee provide it with a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice. If advance notice is not possible, the employee is required to provide SJCOG with a copy of the notice within a reasonable time.

H. Leave for Organ and Bone Marrow Donation. SJCOG will grant an employee the following paid leaves of absence for organ or bone marrow donation:

1. A leave of absence up to five (5) business days in any one-year period for donating the employee's bone marrow to another person.
2. A leave of absence of up to thirty (30) business days in any one-year period for the employee donating his or her organ to another person.

A leave of absence for organ or bone marrow donation will be provided with pay; however, if an employee has earned and has unused sick or annual leave available, the employee is required to first use up to five (5) days of paid sick or annual leave for a bone marrow donation and up to two (2) weeks of sick or annual leave for organ donation.

To receive a leave of absence pursuant to this policy, the employee must provide written verification to Human Resources that they are an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

Any leave taken for the donation of an organ or bone marrow will not constitute a break in service for purposes of the employee's right to salary adjustments, sick leave, annual leave, annual leave, or seniority.

During any leave taken under this policy, SJCOG will maintain and pay for coverage under any group health plan, for the full duration of this leave.

Leave provided under this policy may be taken in one (1) or more periods.

Leave taken under this policy will not run concurrently with any leave taken pursuant to the federal Family and Medical Leave Act or the California Family Rights Act.

Upon expiration of a leave of absence authorized by this policy, SJCOG will restore the employee to the position held by the employee when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment. SJCOG may decline to restore an employee because of reasons unrelated to the exercise of rights under this policy by the employee.

I. Bereavement Leave. After 30 days of employment, employees will be eligible for Bereavement Leave as described in this section. All employees who suffer a death in their immediate family may be allowed to be absent with employer paid bereavement leave for five (5) workdays for each family member who dies. The time off may be taken intermittently, but must be taken within 3 months of the death. Employees will be paid only for days and hours they were scheduled to work. Immediate family includes the spouse, registered domestic partner, child, parent and sibling, grandparent, great-grandparent, or grandchild of the employee, or child, sibling, parent, great-grandparent, or grandchild of the employee's spouse or registered domestic partner.

Employees are eligible for Bereavement Leave once they have worked for 30 days. SJCOG may require documentation of the death, which can be a death certificate, published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. The documentation must be provided within 30 days of the first day of bereavement leave.

**Section 4.7. Time Off (Leave) Requests and Time Earned.** All time off (leave) requests must be authorized in advance, in writing, by the employee's supervisor and approved by the executive director or designee. Excluding holidays, sick leave, family sick leave, or bereavement leave, any time off taken that is not approved in advance will be considered unauthorized leave without pay.

## **ARTICLE V OTHER BENEFITS**

**Section 5.1. Other Employee Benefits.** SJCOG provides benefits for its eligible regular full-time employees. The SJCOG Board of Directors reserves the right to amend, modify, eliminate, or discontinue at any time any pay practice, policy, or benefit, in whole or in part, without notice.

### **Section 5.1.1. Insurance Benefits.**

A. **Workers' Compensation Insurance.** SJCOG contracts with a workers' compensation insurance carrier for employee coverage. Under SJCOG guidelines, an employee who is injured because of an incident arising out of and in the course of employment may receive all reasonable medical, surgical and hospital services and supplies necessary to cure or relieve the effects of the injury.

Immediately following the injury, the employee must fill out a Workers' Compensation report and may be directed to a doctor or medical facility by SJCOG. After thirty (30) days from the date of injuries are reported, the employee may be treated by a physician or medical facility of his own choice. However, if the employee has notified the employer, in writing, prior to the date of injury that he has a personal physician that he would prefer to have treat an industrial injury, the employee has the right to be treated by that physician from the date of injury.

If the employee is determined to be eligible, he may receive Temporary Disability Indemnity (TDI) payments which are approximately 2/3 of the employee's regular salary up to a legal maximum. The employee may use sick leave, annual leave, compensatory time, and holiday time to supplement TDI payments so that total income is equal to the employee's full salary.

**Section 5.1.2. Unemployment Insurance Program.** SJCOG is responsible for administering unemployment insurance-related matters, including processing claims for benefits. Employees are eligible to file a claim for unemployment insurance benefits if they are out of work for reasons beyond their control. Questions regarding unemployment should be referred to Human Resources.

Section 5.1.3. Health, Dental, Life, Vision, and Accidental Death and Dismemberment Insurance Programs.

A. Health Insurance. For eligible regular full-time employees SJCOG may pay a portion of the employees' and dependents health insurance premiums. Dependents must be enrolled within thirty (30) days of the employee's hire date, or within thirty (30) days after a dependent is acquired, qualifying event, or in an open enrollment period. Thereafter, dependent enrollment may be rejected or require a medical statement.

B. Dental Insurance. For eligible regular full-time employees, SJCOG may pay a portion of the employees' and dependents' dental insurance premiums. The enrollment and eligibility requirements are the same as for health insurance.

C. Life Insurance. SJCOG pays one times annual salary for eligible regular employees.

In addition, group life insurance may also be provided in an amount equal to one (1) times the employee's salary.

D. Vision Insurance. For eligible regular full-time employees, SJCOG may pay a portion of the employees' and dependents' vision insurance premiums.

E. UNUM's Lifestyle - Accidental Death and Dismemberment Insurance Coverage. SJCOG will pay \$10,000 of coverage for regular employees. Employees have the option of purchasing additional coverage at the employee's expense.

F. Eligible Employees can participate in the Section 125 Flexible Benefits program through SJCOG.

G. Insurance Coverage During Leave of Absence. An employee on a leave of absence may continue his/her regular health insurance and life insurance coverage for up to twenty-six (26) bi-weekly pay periods. If applicable, an employee may pay the premiums in advance through the Finance Department at the San Joaquin Council of Governments.

H. Long Term Disability. SJCOG provides a long-term disability benefit for every eligible full-time employee. The benefit provides up to 60% of your basic monthly earnings up to \$5,000 per month after being disabled for sixty (60) days.

I. Short-Term Disability. SJCOG provides a short-term disability program. Employees should contact Human Resources for details.

**Section 5.2. Deferred Compensation Plan.** Federal law allows employees to defer receiving a portion of their salaries that would otherwise be current taxable income by entering into an agreement to postpone receipt of this portion of salary until separation from employment. SJCOG has adopted the ICMA 457 Deferred Comp Plan, permitting its employees to take advantage of this benefit. The plan makes it possible for employees to defer the payment of

income taxes on portions of their income and to have SJCOG place that income in tax deferred savings in the employee's behalf. Employees can direct the types of investments similar to the ICMA 401a Qualified Retirement Plan. The maximum amount that can be deferred is regulated by federal regulations.

The income that has been deferred can only be obtained by the employee upon retirement, reaching the age prescribed in federal regulations or termination of employment. Termination is either retirement, resignation, discharge, permanent disability, or death of the employee. There is a provision that allows an employee who has undergone a catastrophic financial hardship to petition the program to authorize withdrawal of his/her funds.

Employees should refer to the ICMA 457 Plan for more information.

**Section 5.3. Employee Assistance Program.** The Employee Assistance Program is a counseling program designed to assist employees who have developed personal or behavioral problems that adversely affect job performance. Such problems may include family relationship problems, drinking, or drug problems, and other behavioral or emotional problems.

If the executive director, or a supervisor notes that an individual employee's job performance is adversely affected by such problems they should encourage the employee to make use of this program. This is a matter that will be held in strict confidence. Any SJCOG employee can make an appointment to see an Employment Assistance Counselor by requesting contact information from Human Resources.

**Section 5.4. Educational Reimbursement Program.**

Section 5.4.1. Scope of Educational Reimbursement Program. Full-time regular employees may be eligible for reimbursement for educational courses, seminars or programs. Courses must be related to the employee's current class or related fields encompassing the career ladder concept and result in a degree or certificate and must be approved by the executive director. Educational reimbursement is distinguished from job training opportunities that are paid for directly by SJCOG.

Section 5.4.2. Guidelines for Applying for Reimbursement Requests.

All reimbursement requests will be processed using the following guidelines:

1. To be eligible to participate in SJCOG's educational reimbursement program, the employee must have received a satisfactory performance evaluation prior to applying for the program and must remain in good standing with SJCOG. Employees on educational leave of absence are not eligible for participation in this program and employees who have been approved for this program will not be eligible for educational leaves of absence for the duration of the course unless they waive reimbursement.
2. Only courses related to the current job classification will be reimbursed.

3. Reimbursement is for tuition and registration fees only. A receipt showing the exact amount of fees paid must be submitted.
4. SJCOG will reimburse employee at the per unit rate to attend California State University, Stanislaus.
5. In addition, if this request is for entry into a degree or certificate program consisting of multiple courses to be completed over an extended period of time, employee will continue to make progress in order to complete the program in an acceptable period of time.
6. Within 30 days after the end of a course, employee will supply to Human Resources evidence of successful completion of the course i.e., a grade card, notice from the instructor on school stationery, or an official notice from the school office indicating successful completion of the course. (A grade of "C" or better in graded courses or a grade of "credit" in credit/not credit course indicates successful completion of the course.)
7. SJCOG will not provide funds for an employee to repeat a course for which they received a failing grade.
8. If an employee withdraws from the program for any reason, they must reimburse SJCOG all costs paid by the agency.

SJCOG reimbursement will be determined by the nature of the program, the benefit to SJCOG, and the number of classes taken. Courses required by SJCOG will be reimbursed at the California State University, Stanislaus cost per unit.

**Section 5.5. Personal Computer Training Program.** SJCOG gains, as an organization, when more staff members have a Personal Computer (PC) in the home.

Section 5.5.1. Purpose. The more important advantages to SJCOG include: a significantly higher degree of knowledge, understanding, and skill in using the PC and the application packages in use in the office; the direct transfer of this higher skill level into increased productivity in the office; and the availability of the equipment at home for staff members to complete assignments after hours and on weekends.

Based upon the direct benefits to SJCOG, the board of directors authorized the executive director to establish an "Employee Personal Computer Training Incentive Program" to assist employees in purchasing computers for home use by offering the employee an interest free loan to be repaid over a three year period.

The maximum annual budget for this program, which would be subject to annual budget review and approval, is not to exceed \$33,000 per fiscal year, allowing approximately 33% of the

staff in any given year the opportunity to take advantage of the program. This will be established as a revolving fund that will be replenished by payments from users of the loan program.

Section 5.5.2. Guidelines. The guidelines for the program include a number of safeguards to ensure SJCOG's investment is protected. They include:

Only employees who hold regular, full time SJCOG staff positions and have completed at least six month's service with SJCOG are eligible for the program;

A. An employee may qualify for the benefit by submitting a completed agreement form and receiving prior approval from the executive director;

B. Computer systems must be compatible with systems in use at SJCOG and meet SJCOG specifications as certified by the SJCOG IT manager;

C. Employees are eligible to receive the full benefit under this program. First time applications for the benefit will be given priority over re-applications;

D. Employees leaving prior to fully repaying the loan must reimburse SJCOG in full;

E. Following executive director's approval, SJCOG will purchase the equipment;

F. The size of the loan will not exceed \$3,000.00;

G. Term of payback will not exceed three (3) years;

H. Repayment will be through payroll deduction or periodic payments from the employee;

I. Accrued annual leave up to 80 hours annually can be cashed-in to pay back the loan;

J. No reassignment of equipment to others. Under this program, employees agree to purchase personal computer equipment solely for their own use;

K. SJCOG purchasing power will be utilized to maximize purchases;

L. The Deputy Executive Director/CFO will determine which equipment qualifies for the program and recommend approval of reimbursement requests from staff members;

M. Employees who participate in this program will be required to sign a separate acknowledgement sheet containing the statement below, to the effect that.

“I \_\_\_\_\_, accept the terms and conditions identified. Failure to comply with any of the terms and conditions will result in this agreement being terminated and immediate full repayment of any loan balance.

I acknowledge with my signature on this date that I have read and understand fully the terms and conditions of this loan.”

**Section 5.6. Retirement Benefits.** Eligible full-time regular employees may receive retirement benefits by participating in the International City/County Management Association Retirement Corporation (ICMA), now known as Mission Square, with the following provisions:

A. The employer contribution to the program is 15% of base salary.

B. The vesting schedule is as follows (except as may be otherwise specified in a written contract):

After the First Year of Employment	20%
After the Second Year of Employment	40%
After the Third Year of Employment	60%
After the Fourth Year of Employment	80%
After the Fifth Year of Employment	100%
Age 50	100%

C. Credit for prior years of service shall be applied to the vesting schedule on a year for year basis.

D. Employees shall complete an ICMA RC/Mission Square enrollment form within one week of employment.

**Section 5.7. Credit Union.** All employees shall be entitled to join the Financial Center Credit Union.

**Section 5.8. Work Commute Incentives.** All employees shall be encouraged to minimize daily commute trips to and from work by using mass transit services, vanpools, carpools, bikes, or walking. Employees shall be provided work commute incentives in accordance with the following guidelines:

Section 5.8.1. **Definitions.** “Daily Commute Trip” is the round trip from an employee’s primary place of residence to the SJCOG office and from the SJCOG office to an employee’s primary place of residence; “Carpool” means two or more persons traveling in one vehicle during a daily commute trip; and “Vanpool” means 7 or more persons traveling in one vehicle.

Section 5.8.2. **Transit Passes.** Employees shall be eligible to receive commute cost reimbursement for transit passes and \$75.00 for each month in which at least 60% of the



daily commute trips are made by use of public mass transit services or other transportation alternative.

Section 5.8.3. Vanpools and Carpools. Employees shall be eligible to receive \$75.00 for each month in which at least 60% of the daily commute trips are made by participating in a carpool or other transportation alternative.

Section 5.8.4. Walk or Bicycle. Employee shall be eligible to receive commute cost reimbursement incentive of \$75.00 each month in which at least 60% of the daily commute trips are made by walking or bicycling.

Section 5.8.5. Reimbursement. Employees eligible to receive commute cost reimbursement shall file a “Claim for Payment” following each month in which the applicable commute criteria has been satisfied.

Section 5.8.6. SJCOG Parking. SJCOG shall provide parking for each employee, at his or her request. However, if an employee is receiving an incentive payment under Section above, that employee will not be entitled to either a parking space or parking reimbursement.

Section 5.8.7. Work From Home (WFH) Policy. SJCOG has a hybrid work schedule where staff members split the workweek between remote and in-person work. The WFH schedule is set and approved by the Executive Director and is subject to change. Supervisors may approve additional, occasional WFH days on a case by case basis, but “regular” changes to the WFH schedule can only be approved by the Executive Director.

While working from home, employees must continue to abide by SJCOG’s employment policies, including those covered in this Handbook. Failure to follow SJCOG policies and unauthorized deviations from the WFH schedule may result in loss of the WFH arrangement and other discipline.

**Section 5.9. Personal Technology Expenses Reimbursement**. Certain employees of SJCOG may be eligible for personal technology expenses, such as personal phone and internet services, incurred by the employee to conduct SJCOG business. Eligible employees may have up to 20% of their wireless phone bill and internet service expense reimbursed. The Executive Director may also approve an increased amount if it is determined that the employee’s job duties require an additional reimbursement. If an employee believes that his or her reimbursement is insufficient to cover work-related expenses, they should immediately contact their supervisor. Before an employee receives reimbursement, their request must be approved by the employee’s supervisor, deputy executive director/CFO, and executive director.

## **ARTICLE VI RULES OF CONDUCT**

### **Section 6.1. Termination, Discipline, and Rules of Conduct**

#### **Section 6.1.1. Termination**

A. Voluntary Termination. SJCOG will consider an employee to have voluntarily terminated his or her employment if the employee does any of the following:

- Elects to resign from SJCOG;
- Fails to return from an approved leave of absence on the date specified by SJCOG; or
- Fails to report for work without notice to SJCOG for three consecutive days.

Section 6.1.2. Involuntary Termination. An employee may be terminated involuntarily for reasons that may include, but are not limited to, poor performance, misconduct, or other violations of SJCOG's rules of conduct as set forth below. Notwithstanding this list of rules, SJCOG reserves the right to discharge an employee at any time with or without cause and with or without prior notice.

Section 6.1.3. Discipline and Rules of Conduct.

A. Policy. Employees are expected to observe certain standards of job performance and good conduct. When performance or conduct does not meet SJCOG standards, SJCOG will endeavor when it deems appropriate to provide the employee a reasonable opportunity to correct the deficiency. If, however, the employee fails to make the correction, they will be subject to discipline up to and including termination.

The rules set forth below are intended to provide employees with notice of what is expected of them. Necessarily, however, such rules cannot identify every type of unacceptable conduct and performance. Therefore, employees should be aware that conduct not specifically listed below but which adversely affects or is otherwise detrimental to the interests of SJCOG, other employees, or customers, may also result in disciplinary action. The listing of these rules does not in any way abrogate or modify the at-will policy set forth in this manual.

B. Job Performance. Employees may be disciplined for poor job performance, including but not limited, to the following:

- (1) Unsatisfactory work quality or quantity;
- (2) Poor attitude (for example, rudeness or lack of cooperation);
- (3) Excessive absenteeism, tardiness, or abuse of rest break and meal period policies;
- (4) Failure to follow instructions or SJCOG procedures; or
- (5) Failure to follow established safety regulations;

C. Misconduct. Employees may be disciplined for misconduct, including, but not limited to, the following;

- (1) Insubordination;
- (2) Dishonesty;
- (3) Theft;
- (4) Discourtesy;
- (5) Misusing or destroying SJCOG property or the property of another on SJCOG property;
- (6) Violating conflict of interest rules;
- (7) Disclosing or using confidential or proprietary information without authorization;
- (8) Falsifying or altering SJCOG records, including the application for employment;
- (9) Interfering with the work performance of others;
- (10) Altercations;
- (11) Harassing, including sexually harassing, employees or customers, or clients;
- (12) Being under the influence of, manufacturing, dispensing, distributing, using, or possessing alcohol or illegal or controlled substances on SJCOG property or while conducting SJCOG business;
- (13) Gambling on SJCOG premises or while conducting SJCOG business;
- (14) Sleeping on the job or leaving the job without authorization;
- (15) Possessing a firearm or other dangerous weapon on SJCOG property or while conducting SJCOG business;
- (16) Being convicted of a crime that indicates unfitness for the job or raises a threat to the safety or well-being of SJCOG, its employees, customers, or property;

- (17) Failing to report to SJCOG, within five days, any conviction under any criminal drug statute for a violation occurring in the work place;
- (18) Use of foul or abusive language; or
- (19) Smoking in non-designated areas.

D. Attendance. In addition to the general rules stated above, employees may be disciplined for failing to observe the following specific requirements relating to attendance:

- (1) Reporting to work on time, observing the time limits for meal and break periods, and obtaining approval to leave work early; and
- (2) Notifying the supervisor in advance of anticipated tardiness or absence.

E. Discipline Procedure. The following corrective disciplinary procedures are established solely for SJCOG management purposes. They do not, in any way, abrogate or limit the “at-will” policy of employment, and they may or may not be followed in the sole discretion of the executive director. They do not create any contract, agreement, or right of expectation in any employee.

Corrective disciplinary procedures may be applied as follows:

First Offense: Verbal counseling and discussion between the employee and immediate supervisor, which will be documented in the employee’s personnel file and signed by both the employee and the supervisor.

Second Offense: Written correction, counseling, and discussion between the employee and immediate supervisor which must be signed by both.

Third Offense: Termination.

SJCOG reserves the right to proceed directly to any step in this procedure, without resorting to prior disciplinary steps, when SJCOG deems such action appropriate.

F. Exit Interview. Employees who leave SJCOG for any reason may be asked to participate in an exit interview. This interview is intended to permit terminating employees the opportunity to communicate their views regarding their work with SJCOG, including job duties, job training, job supervision, and job benefits. At the time of the interview, employees are expected to return all SJCOG-furnished property, such as uniforms, tools, equipment, I.D. cards, keys, credit cards, documents, and handbooks. Arrangements for clearing any outstanding debts with SJCOG and for receiving final pay also will be made at this time.

G. Employment at Will. Nothing in this Handbook is intended to alter the at-will status of employment with SJCOG. Either the employee or SJCOG may terminate the employment relationship at any time with or without cause and with or without prior notice. SJCOG reserves the right to terminate any employment relationship and to demote or to otherwise discipline an employee without resorting to the above disciplinary procedures.

**Section 6.2. Outside Employment**. No employee shall be engaged in outside employment activities that are inconsistent, incompatible, or conflicting with his/her duties and responsibilities as a SJCOG employee. Written approval for outside employment shall be obtained from the executive director. Evidence of such conflict of interest may be interpreted as a breach of the terms of employment and serve as a basis for termination.

No employee shall use the authority, information or privileges associated with his/her position for personal gain. Evidence of using a position for personal gain may be interpreted as a breach of terms of employment and serve as a basis for termination.

## **ARTICLE VII WORK REGULATIONS**

**Section 7.1. Personnel Records**. The executive director, or designee, shall be responsible for maintaining a file on each employee. The file shall include, but not be limited to, the following information:

- Full name of employee
- Home address and telephone number
- Date of birth
- Sex
- Occupation and position description
- Dependency status and insurance beneficiary
- Original application materials
- Change of Employee Status Forms
- Performance Evaluations
- Payroll withholding authorizations (deferred compensations and credit union)
- Copy of W-4 form
- Disciplinary and other performance memoranda

**Section 7.2. Change of Status Notification**. Employees have the responsibility of notifying the Executive Director, or designee, of any information regarding a change in status, such as telephone number, address, or marital status.

**Section 7.3. Confidentiality of Employee Records**. The confidentiality of employee records shall be maintained by the executive director. These records shall only be made available to individuals specifically authorized by the executive director.

It is the policy of the SJCOG that references will not be given for current and former employees except by the executive director or designee. Except for the executive director or designee, SJCOG staff will not answer any questions on work performance of a former employee,

evaluate the former employee's work habits or personality traits, nor, divulge information concerning current or former SJCOG employee.

The employee has the right to inspect his or her personnel file at reasonable times and on reasonable notice. In addition, employees have the right to request copies of all employment-related documents that they have signed. An employee may inspect only his or her own personnel file and only in the presence of the executive director or designee.

Personnel files are the property of SJCOG and may not be removed from SJCOG's premises without written authorization from the executive director.

Employees also have the right to inspect and copy certain SJCOG payroll records regarding their compensation, and deductions from their compensation, upon reasonable notice to SJCOG. Employees wishing to review or copy payroll records should notify Human Resources.

Nothing in this policy is intended to prevent or discourage any employee from complying with or exercising any right under the law including, but not limited to, California's Pay Transparency Law; from discussing with other employees any term or condition of their employment; or from discussing or disclosing information about unlawful acts in the workplace such as harassment, discrimination, retaliation, or any other conduct that the employee has reason to believe is unlawful.

**Section 7.4. Personal Telephone Calls.** Personal telephone calls are to be limited to essential matters and kept as brief as possible. Continued excessive use of phones for personal matters is subject to disciplinary action.

**Section 7.5. Smoking.** SJCOG prohibits smoking in the workplace. Smoking is prohibited within the confines of any office or vehicle. Smoking will be permitted outside only. All cigarettes are to be extinguished and disposed of prior to entering any office or vehicle. Employees violating this policy will be subject to disciplinary action.

**Section 7.6. Dress and Grooming Standards.** SJCOG considers the presentation of SJCOG image to its clients, suppliers, and the public at large to be extremely important. Accordingly, it is expected that all employees dress in a manner consistent with good hygiene, safety, and good taste. Employees whose jobs require them to come in contact with clients, customers, suppliers, or the public are expected to wear apparel SJCOG considers appropriate for dealing with the public. Each employee is expected to be neat and clean in appearance, with clean clothing and good personal hygiene.

**Section 7.7. Employment of Relatives.** Relatives of present employees may be hired by SJCOG only if (1) individuals concerned will not work in a direct supervisory relationship, (2) the individuals concerned do not work in the same work unit or area or under the same direct supervisor, and (3) the employment will not pose difficulties for supervision, security, safety, or morale. "Relatives" are defined as spouses, domestic partners, children, sisters, brothers, mothers, or fathers, and persons related by marriage.

**Section 7.8. Conflicts of Interest.** Employees are expected to devote their best efforts and attention to the full-time performance of their jobs. They are expected to use good judgment, to adhere to high ethical standards, and to avoid situations that create an actual or potential conflict between the employee's personal interests and the interests of SJCOG. A conflict of interest exists where the employee's loyalties or actions are divided between SJCOG's interests and those of another, such as a competitor, supplier, or customer. Both the fact and the appearance of a conflict of interest should be avoided. Employees unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest should discuss it with their immediate supervisor or the Executive Director for clarification. Any exceptions to this guideline must be approved in writing by the Executive Director.

While it is not feasible to describe all possible conflicts of interest that could develop, some of the more common conflicts, from which employees should refrain, include the following:

- A. Accepting personal gifts or entertainment from competitors, customers, suppliers, or potential suppliers;
- B. Working for a competitor, supplier, or customer;
- C. Engaging in self-employment in competition with SJCOG;
- D. Using proprietary or confidential SJCOG information for personal gain or to SJCOG's detriment;
- E. Having a direct or indirect financial interest in or relationship with a competitor, customer, or supplier;
- F. Using SJCOG assets or labor for personal use;
- G. Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to SJCOG;
- H. Committing SJCOG to give its financial or other support to any outside activity or organization; or
- I. Developing a personal relationship with a subordinate employee of SJCOG that might interfere with the exercise of impartial judgment in decisions affecting SJCOG or any employees of SJCOG.

If an employee or someone with whom an employee has a close relationship (a family member or close companion) has a financial or employment relationship with a competitor, customer, supplier, or potential supplier, the employee must disclose this fact in writing to the executive director. Employees should be aware that if they enter into a personal relationship with a subordinate employee or with an employee of a competitor, supplier, or customer, a conflict of interest may exist which requires full disclosure to SJCOG.

Employees may engage in outside employment, provided they disclose such employment and get written approval from the Executive Director.

Failure to adhere to this guideline, including failure to disclose any conflicts or to seek an exception, will result in discipline, up to and including termination of employment.

Additionally, certain employees designated in the SJCOG Conflict of Interest Code are required to file annual Statements of Economic Interest with the San Joaquin County Registrar of Voters. You will be notified if you are one of these designated employees.

## **ARTICLE VIII TECHNOLOGY USE AND SECURITY**

SJCOG provides various technology resources to authorized employees to assist them in performing their job duties for SJCOG. Each employee has a responsibility to use SJCOG's technology resources in a manner that increases productivity, enhances SJCOG's public image, and is respectful of other employees. Failure to follow SJCOG's policies regarding technology resources may lead to disciplinary measures, up to and including termination of employment.

**Section 8.1. Technology Resources Definition.** Technology resources consist of all electronic devices, software, and means of electronic communication including any of the following: personal computers and workstations; laptop computers; mini and mainframe computers; computer hardware such as disk drives and tape drives; peripheral equipment such as printers, modems, fax machines, and copiers; computer software applications and associated files and data, including software that grants access to external services, such as the Internet; electronicmail; telephones; mobile phones; personal organizers and other handheld devices; pagers; voicemail systems; and instant messaging systems.

**Section 8.2. Authorization.** Access to SJCOG's technology resources is within the sole discretion of SJCOG. Generally, employees are given access to SJCOG's various technologies based on their job functions. Only employees whose job performance will benefit from the use of SJCOG's technology resources are authorized to access and use the necessary technology.

**Section 8.3. Use.** SJCOG's technology resources are to be used by employees only for the purpose of conducting SJCOG business. Employees may, however, use SJCOG's technology resources for the following incidental personal uses as long as such use does not interfere with the employee's duties, is not done for pecuniary gain, does not conflict with SJCOG's business, and does not violate any SJCOG policy:

- A. To use the telephone system for brief and necessary personal calls;
- B. To send and receive necessary and occasional personal communications;



C. To prepare and store incidental personal data (such as personal calendars, personal address lists, and similar incidental personal data) in a reasonable manner; and

D. To access the Internet for brief personal searches and inquiries during meal times or other breaks, or outside of work hours, provided that employees adhere to all other usage policies.

E. To seek emergency assistance, assess the safety of the situation, or communicate with a person to verify their safety in the event of an “emergency condition,” as provided by state law.

SJCOG assumes no liability for loss, damage, destruction, alteration, receipt, transmission, disclosure, or misuse of any personal data or communications transmitted over or stored on SJCOG’s technology resources. SJCOG accepts no responsibility or liability for the loss or non-delivery of any personal electronic mail or voicemail communications or any personal data stored on any SJCOG property. SJCOG strongly discourages employees from storing any personal data on any of SJCOG’s technology resources.

**Section 8.4. Improper Use.**

Section 8.4.1. Prohibition Against Harassing, Discriminatory and Defamatory Use. SJCOG is aware that employees use electronic mail for correspondence that is less formal than written memoranda. Employees must take care, however, not to let informality degenerate into improper use. As set forth more fully in SJCOG’s “Policy Against Harassment,” SJCOG does not tolerate discrimination or harassment based on gender, gender identity, gender expression, pregnancy, childbirth (or related medical conditions), race, color, religion, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, domestic partner status, sexual orientation, family care or medical leave status, veteran status, or any other status protected by California and Federal laws. Under no circumstances shall employees use SJCOG’s Technology Resources to transmit, receive, or store any information that is discriminatory, harassing, defamatory, obscene, indecent, threatening, or that otherwise could adversely affect any individual, group, or entity (e.g., sexually explicit or racial messages, jokes, or cartoons).

Section 8.4.2. Prohibition Against Violating Copyright Laws. Employees shall not use SJCOG’s technology resources to copy, retrieve, forward, or send copyrighted materials unless the employee has the author’s permission or is accessing a single copy only for the employee’s reference.

Section 8.4.3. Other Prohibited Uses. Employees shall not use SJCOG’s Technology Resources for any illegal purpose, violation of any SJCOG policy, in a manner contrary to the best interests of SJCOG, in any way that discloses confidential or proprietary information of SJCOG or third parties, or for personal or pecuniary gain.

**Section 8.5. SJCOG Access to Technology Resources.** All messages sent and received, including personal messages, and all data and information stored on SJCOG's technology resources (including on its electronic mail system, voicemail system, or computer systems) are SJCOG property regardless of the content. As such, SJCOG reserves the right to access all of its technology resources including its computers, voicemail, and electronic mail systems, at any time, in its sole discretion. No employee, other than the Executive Director, has authority to waive, vary, or amend SJCOG's right to access its technology resources.

Section 8.5.1. No Reasonable Expectation of Privacy. On occasion, SJCOG may need to access its technology resources including computer files, electronic mail messages, and voicemail messages. Employees should understand, therefore, that they have no right of privacy with respect to any messages or information created, collected, or maintained on SJCOG's technology resources, including personal information or messages. SJCOG may, at its discretion, inspect all files or messages on its technology resources at any time for any reason. SJCOG may also monitor its technology resources at any time in order to determine compliance with its policies, for purposes of legal proceedings, to investigate misconduct, to locate information, or for any other business purpose.

Section 8.5.2. Passwords. Certain technology resources of SJCOG's can be accessed only by entering a password. Passwords are intended to prevent unauthorized access to information. Passwords do not confer any right of privacy upon any employee of SJCOG. Thus, even though employees may maintain passwords for accessing technology resources, employees must not expect that any information maintained on technology resources, including electronic mail and voicemail messages, are private. Employees are expected to maintain their passwords as confidential. Employees must not share passwords and must not access coworkers' systems without express authorization.

Section 8.5.3. Data Collection. The best way for employees to ensure the privacy of personal information is not to store or transmit it on SJCOG's technology resources. So that employees understand the extent to which information is collected and stored, examples of information currently maintained by SJCOG are provided below. SJCOG may, however, in its sole discretion, and at any time, alter the amount and type of information that it retains.

A. Telephone Use and Voicemail: Records are kept of all calls made from and to a given telephone extension. Although voicemail is password-protected, an authorized administrator can listen to voicemail messages and also reset the password.

B. Electronic Mail: Electronic mail is backed up and archived. Although electronic mail is password-protected, an authorized administrator can read electronic mail and also reset the password.

C. Desktop Facsimile Use: Copies of all facsimile transmissions are maintained in the facsimile server.

D. Document Use: Each document stored on SJCOG computers has a history that shows which users have accessed the document for any purpose.

E. Internet Use: Internet sites visited, the number of times visited, and the total time connected to each site are recorded and periodically monitored.

Section 8.5.4. Deleted Information. Deleting or erasing information, documents, or messages maintained on SJCOG's technology resources is, in most cases, ineffective. All employees should understand that any information kept on SJCOG's technology resources may be electronically recalled or recreated regardless of whether it may have been "deleted" or "erased" by an employee. Because SJCOG periodically backs up all files and messages, and because of the way in which computers reuse file storage space, files and messages may exist that are thought to have been deleted or erased. Therefore, employees who delete or erase information or messages should not assume that such information or messages are confidential or ever were confidential. If a legal dispute arises, or may arise in the future, it may be unlawful to attempt to delete or erase certain information. Employees shall fully comply with SJCOG policy regarding retention or destruction of information.

**Section 8.6. The Internet and On-Line Services**. SJCOG provides authorized employees access to online services such as the internet. SJCOG expects that employees will use these services in a responsible way and for business-related purposes only. Under no circumstances are employees permitted to use SJCOG's technology resources to access, download, or contribute to internet sites that contain inappropriate content such as that which is discriminatory, harassing, defamatory, obscene, indecent, threatening, or that otherwise could adversely affect any individual, group, or entity.

Additionally, employees may not use SJCOG's technology resources to post, comment, send, or otherwise upload any information to any websites or other online groups, including web logs (i.e., "blogs"), social networking websites, newsgroups, discussion groups, or non-SJCOG email groups. These actions will likely generate junk electronic mail and may expose SJCOG to liability or unwanted attention because of comments or other contributions that employees may make. SJCOG strongly encourages employees who wish to access the internet for non-work-related activities to obtain their own personal internet access accounts that are unaffiliated with SJCOG, and to use such accounts at home on their own personal computer without making any reference to SJCOG.

**Section 8.7. Monitoring**. SJCOG monitors both the amount of time spent using online services and the sites visited by individual employees. SJCOG reserves the right to limit such access by any means available to it, including revoking access altogether. SJCOG, through technological tools, may also prohibit or limit access to certain websites considered inappropriate by SJCOG or its technology provider.

**Section 8.8. Confidential Information**. SJCOG is very sensitive to the issue of protection of trade secrets, proprietary information, and other information of a confidential or secret nature that may be disclosed to employees or created, discovered, received, or learned by employees by virtue of their employment with SJCOG ("Confidential Information.") Employees have a responsibility to protect and maintain the confidentiality of all Confidential Information, including that of third parties. Accordingly, Confidential Information should not be discussed

with or disseminated to anyone outside SJCOG except on a “need to know” basis. Employees will be asked to sign a separate Confidentiality Agreement in line with this policy.

In addition, employees are expected to use good judgment and to adhere to the highest ethical standards when using or transmitting Confidential Information on SJCOG’s technology resources.

Confidential information should not be accessed through SJCOG’s technology resources in the presence of unauthorized individuals. Similarly, confidential information should not be left visible or unattended. SJCOG may require that email signatures include a confidentiality legend.

Employees should adhere to SJCOG’s security policy with regard to Confidential Information and take all appropriate measures to safeguard the confidentiality and security of such information. Employees should avoid sending confidential information via the internet, except when absolutely necessary. Employees should also verify electronic mail addresses before transmitting any messages containing Confidential Information.

**Section 8.9. Software Use; License Restrictions.** All software in use on SJCOG’s technology resources is officially licensed software. No software is to be installed or used that has not been duly paid for and licensed appropriately for the use to which it is being put. No employee may load any software on SJCOG’s computers, by any means of transmission, unless authorized in writing in advance by the executive director and thoroughly scanned for viruses or other malware prior to installation.

**Section 8.10. Software for Home Use.** Before transferring or copying any software from a SJCOG technology resource to another computer or other device, employees must obtain written authorization from the executive director. It is the employee’s responsibility to adhere to applicable licensing requirements, including not making or distributing copies of software to others. Upon departure from SJCOG, it is the employee’s responsibility to remove all SJCOG software from non-SJCOG computers and other devices on which SJCOG software has been installed. If an employee sells or otherwise transfers out of his or her own possession or control his or her own personally owned computer, they must delete all SJCOG software prior to such sale or other transfer.

**Section 8.11. Security.** SJCOG has installed a variety of programs and devices to ensure the safety and security of SJCOG’s technology resources. Any employee found tampering with or disabling any of SJCOG’s security devices will be subject to discipline up to and including termination. Moreover, SJCOG reserves the right to advise appropriate legal authorities of any violation of law by an employee that results in the misappropriation, theft, or unlawful use of SJCOG’s property or proprietary information.

To maintain the effectiveness of SJCOG’s security measures, employees should use only secure networks established by SJCOG to access or use confidential information. Such information may not be downloaded, stored, or copied on any non-SJCOG equipment or media (including personally owned computer, handheld devices, external memory devices, or disks) without prior written approval of the executive director. If confidential information is

downloaded, stored, or copied on non-SJCOG equipment or media, employee must take all appropriate measures to safeguard against loss, theft, damage, or breach of such equipment or media. If confidential information is downloaded, stored, or copied on non-SJCOG equipment or media, employees must permanently delete such information prior to selling or otherwise transferring out of their own possession or control such equipment or media. If confidential information is downloaded, stored, or copied on non-SJCOG equipment or media and employee resigns, is terminated, or is requested to do so by management, employees must delete all confidential information they received, including all copies thereof. Similarly, employees may not send confidential information to their personal e-mail accounts, even for work-related purposes, without prior written approval of the executive director.

Any loss or suspected loss of confidential information, or any suspicious activity such as external hacking attempts or unusual internal activity, should be reported immediately to SJCOG management.

**Section 8.12. Remote Access to Technology Resources.** SJCOG may, at its sole discretion, provide certain employees with remote access systems such as a laptop, smart phones, or other mobile devices to allow such employees to handle the tasks associated with their jobs while working away from the office. Employees must take care to ensure the security of all SJCOG-provided equipment. Employees must not share network passwords or other PINs with anyone. As soon as an employee believes SJCOG-provided equipment is lost or that the security and confidentiality of the data on that equipment has been compromised, they must notify the IT Manager. If SJCOG-provided equipment is lost, or if it is damaged as a result of carelessness, employees may be responsible for replacement fees. SJCOG-provided remote access system should only be used for SJCOG-related business. SJCOG may decide that it is no longer necessary for certain employees to possess a remote access system and their ability to use such systems may be discontinued, in which case such employees are expected to return any SJCOG-issued remote access systems in accordance with SJCOG's "SJCOG Property" policy.

Use of public or home networks, such as unencrypted Wi-Fi networks, can be a threat to the security and reliability of SJCOG's technology resources. Accordingly, employees must only access SJCOG technology resources via means that are specifically approved by the IT Manager.

**Section 8.13. Electronic Mail Guidelines.** Employees are expected to use good judgment with respect to use of electronic mail ("e-mail"). While e-mail provides an easy manner with which to communicate, it is not appropriate to say in an e-mail something that would never be said in person or in formal correspondence. All employees should adhere to the following with respect to use of e-mail:

A. Always ask before sending an e-mail if it is the appropriate medium of communication. When communicating about a sensitive subject, consider whether e-mail is the appropriate medium or whether using the phone rather than e-mail might be more appropriate (but keep in mind that voicemail is similar to e-mail; voicemail may be stored on a computer server and may be forwarded to third parties).

B. Use the “front page” test. Assuming that e-mail is the appropriate medium of communication, each e-mail should be treated as a formal written document. Do not write anything in an e-mail that could not be printed on the front page of the newspaper. Off-the-cuff, sarcastic, or angry comments can come back to haunt the author.

C. E-mail is part of the workplace environment. E-mail containing rude and insensitive comments is not only personally embarrassing, but also may serve as the basis for legal liability. Employees and managers should exercise the same care and sensitivity in communicating via e-mail as they would communicating in person or in traditional forms of writing. Offensive e-mail received from others should not be forwarded, and the recipient should ask the sender to refrain from sending inappropriate e-mail.

D. Provide context. As with other forms of communication, there is a risk that an e-mail message may be taken out of context. To reduce the risk that the message will be taken out of context, consider including the original message to which the reply e-mail relates.

E. Know your audience. When sending an e-mail, always double-check to whom the e-mail is addressed, especially when using the “reply to all” button. Ask whether it is appropriate for each addressee to receive the e-mail and whether sending the e-mail to a particular addressee will result in the unauthorized disclosure of confidential information. If in doubt, remove the doubted addressee.

F. Do not use a home computer for business purposes. Employees should understand that, if there is any concern that a court hearing a business dispute involving SJCOG and a third party may require producing one’s hard drive from his or her home computer, they should not use a home computer for business purposes. E-mail relating to SJCOG business, even though stored on a home computer, is recoverable and discoverable in litigation.

**Section 8.14. Audits.** SJCOG may perform auditing activity or monitoring to determine compliance with these policies. Audits of software and data stored on SJCOG’s technology resources may be conducted without warning at any time.

## **ARTICLE IX MOBILE DEVICE POLICY**

**Section 9.1. Mobile Device Policy.** SJCOG prohibits the use of all handheld mobile devices including telephone, data, personal organizer, or other devices for work purposes while operating a motor vehicle or for personal purposes while operating a motor vehicle during work hours or on SJCOG business. Moreover, all use of SJCOG-issued mobile devices, or personally purchased mobile devices used for work-related purposes, must be made in accordance with SJCOG policy including the Technology Use and Security Policy, and Section VIII thereof relating to “Remote Access to Technology Resources”.

Employees may use hands-free mobile devices while driving when safe to do so. Specialcare should be taken in situations where there is heavy traffic, inclement weather, or the

employee is driving in an unfamiliar area. Employees must adhere to all federal, California, and local rules and regulations regarding the use of mobile devices while driving.

Under no circumstances are employees allowed to use text devices to type or review text messages for work purposes while operating a motor vehicle or for personal purposes while operating a motor vehicle during work hours or on SJCOG business.

## **ARTICLE X INSPECTIONS ON SJCOG PREMISES**

**Section 10.1. Inspections and Searches on SJCOG Premises.** SJCOG believes that maintaining a workplace that is free of drugs, alcohol, and other harmful materials is vital to the health and safety of its employees and to the success of SJCOG's business. SJCOG also intends to protect against the unauthorized use and removal of SJCOG property on SJCOG property. In addition, SJCOG intends to assure its access at all times to SJCOG premises and SJCOG property, equipment, information, records, documents, and files. Accordingly, SJCOG has established this policy concerning inspections and searches on SJCOG premises. This policy applies to all employees of SJCOG.

Section 10.1.1. Definitions. For purposes of this policy:

“Prohibited Materials” means firearms or other weapons; explosives and/or hazardous materials or articles; illegal drugs or other controlled substances, drug-related paraphernalia; the unauthorized use or consumption of alcoholic beverages on SJCOG property; or SJCOG property and/or proprietary and confidential information belonging to a third party that an employee is not authorized to have in his or her possession.

“SJCOG property” includes all documents, records, software, electronic codes, data, and files relating to SJCOG's business; and all equipment, hardware and other property of any kind, whether owned, leased, rented, or used by SJCOG.

“SJCOG Premises” includes all premises, vehicles, and locations owned or leased by SJCOG or under the control of SJCOG, including parking lots, lockers and storage areas.

“Reasonable Suspicion” includes a suspicion that is based on specific personal observations such as an employee's manner, disposition, muscular movement, appearance, behavior, speech, or breath odor; information provided to management by an employee, by law enforcement officials, by a security service, or by other persons believed to be reliable; or a suspicion that is based on other surrounding circumstances.

“Possession” means that an employee has the substance or SJCOG property on his or her possession or otherwise under his or her control.

Section 10.1.2. Inspections and Searches.

A. Access to SJCOG Property. In order to ensure access at all times to SJCOG property or information related to SJCOG business may not always be available to produce the property or information when needed in the ordinary course of SJCOG's business. SJCOG reserves the right to conduct a routine inspection or search at any time for SJCOG property on SJCOG premises. In addition, SJCOG reserves the right to access at all times information and communications stored in SJCOG computer files, on SJCOG disk drives, and in employee voice mail boxes, and electronic mail systems.

B. Routine Searches. Routine searches or inspections for SJCOG property may include an employee's office, desk, file cabinet, locker, closet, computer files, voice mail, electronic mail, or similar places where employees may store SJCOG property or SJCOG-related information, whether or not the places are locked or protected by access codes and/or passwords.

C. Personal Property. Because even a routine search for SJCOG property might result in the discovery of an employee's personal possessions, all employees are encouraged to refrain from bringing into the workplace any item of personal property that they do not wish to reveal to SJCOG.

D. Inspections and Searches for Prohibited Materials. Inspections or searches for prohibited materials in or on SJCOG premises also will be conducted whenever SJCOG has reasonable suspicion to believe that a particular employee or group of employees may be in possession of materials in violation of this policy. Inspections or searches for prohibited materials may be conducted by an independent security service or by SJCOG personnel.

E. Employee Cooperation. Employees who refuse to cooperate during an inspection or search will not be forcibly detained or searched. They will be informed, however, that SJCOG will base any disciplinary decision on the information that is available, including their refusal to consent to the search as well as the information that gave rise to a reasonable suspicion that the employee was in possession of prohibited materials, if applicable, and their failure or refusal to cooperate could deprive SJCOG of information that may clear them of suspicion. In addition, SJCOG reserves the right to take appropriate action to prevent the unauthorized removal from SJCOG premises of SJCOG property.

F. Monitoring. SJCOG reserves the right to monitor the use by employees of SJCOG telephones, computer networks, and electronic mail systems. Monitoring may be performed by observation, or through aural, mechanical, electronic, or other means. Monitoring may take place on a regular or random basis and will be used to monitor an employee's job performance, for training or quality control purposes, or in instances in which SJCOG has a reasonable suspicion that an employee is using SJCOG property in an unauthorized manner.

### Section 10.1.3. Disciplinary Action.



A. Employees who are found to be in possession of prohibited materials in violation of this policy and/or in violation of Article XI of this handbook, or employees who are found to have used SJCOG property in an unauthorized manner, will be subject to discipline, up to and including discharge, regardless of SJCOG's reason for conducting the search or inspection.

B. If an employee refuses to cooperate with a search or inspection that is based on reasonable suspicion that the employee is in possession of prohibited material, SJCOG may take that refusal into consideration in determining appropriate disciplinary action. Discipline will be based on all available information, including the information giving rise to the reasonable suspicion. It is therefore to the employee's advantage to cooperate with the search or inspection whenever prohibited materials are present.

Section 10.1.4. Confidentiality. Managers and supervisors should restrict communications concerning a violation or possible violation of this policy to persons who have an important work-related reason to know.

## **ARTICLE XI DRUG-FREE WORKPLACE**

**Section 11.1. Purpose of Guideline.** It is the intent of SJCOG to maintain a workplace that is free of drugs and alcohol and to discourage drug and alcohol abuse by its employees. Employees who are under the influence of a drug or alcohol on the job compromise SJCOG's interests and endanger their own health and safety and the health and safety of others. Substance abuse in the workplace can also cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for co-workers, behavior that disrupts other employees, and inferior quality in products or service.

To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees, and to protect its business, property, equipment, and operations, SJCOG has established this Guideline concerning the use of alcohol and drugs. As a condition of continued employment with SJCOG, each employee must abide by this Guideline.

**Section 11.2. Employee Cooperation.** Early detection of substance abuse problems benefits everyone. For example, it benefits the employee with the substance abuse problem because it gives them the opportunity to correct the problem before it leads to serious harm to the employee or others; it benefits the employee's co-workers who otherwise might have to carry an extra burden by "covering" for the substance abuser or who otherwise might be exposed to serious injury; and it benefits SJCOG because it gives SJCOG an opportunity to prevent accidents and avoid the performance problems and other losses associated with substance abuse. Accordingly, all employees should understand that co-workers with substance abuse problems should be encouraged to seek assistance.

**Section 11.3. Definitions.** For purposes of this Guideline:

A. “Illegal drugs or other controlled substances” means any drug or substance that (a) is not legally obtainable; or (b) is legally obtainable but has not been legally obtained; or (c) has been legally obtained but is being sold or distributed unlawfully.

B. “Legal drug” means any drug, including any prescription drug or over-the-counter drug, that has been legally obtained and that is not unlawfully sold or distributed.

C. “Abuse of any legal drug” means the use of any legal drug (a) for any purpose other than the purpose for which it was prescribed or manufactured; or (b) in a quantity, frequency, or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.

D. “Reasonable suspicion” includes a suspicion that is based on specific personal observations such as an employee’s manner, disposition, muscular movement, appearance, behavior, speech or breath odor; information provided to management by an employee, by law enforcement officials, by a security service, or by other persons believed to be reliable; or a suspicion that is based on other surrounding circumstances.

E. “Possession” means that an employee has the substance on his or her person or otherwise under his or her control.

#### **Section 11.4. Prohibited Conduct.**

Section 11.4.1. Scope. The prohibitions of this section apply whenever the interests of SJCOG may be adversely affected, including any time an employee is:

- A. On SJCOG premises;
- B. Conducting or performing SJCOG business, regardless of location;
- C. Operating or responsible for the operation, custody, or care of SJCOG equipment or other property; or
- D. Responsible for the safety of others in connection with, or while performing, SJCOG-related business.

Section 11.4.2. Alcohol. The following acts are prohibited and will subject an employee to discharge:

- A. The unauthorized use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of alcohol; or
- B. Being under the influence of alcohol.

Section 11.4.3. Illegal Drugs. The following acts are prohibited and will subject an employee to discharge:

A. The use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of any illegal drug or other controlled substance; or

B. Being under the influence of any illegal drug or other controlled substance.

Section 11.4.4. Legal Drugs. The following acts are prohibited and will subject an employee to discharge:

A. The abuse of any legal drug;

B. The purchase, sale, manufacture, distribution, transportation, dispensation, or possession of any legal prescription drug in a manner inconsistent with law; or

C. Working while impaired by the use of a legal drug whenever such impairment might:

(1) Endanger the safety of the employee or some other person;

(2) Pose a risk of significant damage to SJCOG property or equipment; or

(3) Substantially interfere with the employee's job performance or the efficient operation of SJCOG's business or equipment.

### **Section 11.5. Disciplinary Action.**

Section 11.5.1. Discharge for Violation of Guideline. A first violation of this Guideline will result in immediate discharge whenever the prohibited conduct:

A. Caused injury to the employee or any other person, or, in the sole opinion of management, endangered the safety of the employee or any other person;

B. Resulted in significant damage to SJCOG property or equipment, or, in the sole opinion of management, posed a risk of significant damage;

C. Involved the sale or manufacture of illegal drugs or other controlled substances;

D. Involved the possession, distribution, or dispensation of illegal drugs or other controlled substances or alcohol in a quantity greater than for personal use;

E. Involved an employee who had not completed the introductory period or was a casual, seasonal, or temporary employee; or

F. Involved the failure of an employee to report a criminal conviction, as required by Section 6.1.3.

Section 11.5.2. Discretion Not to Discharge. In circumstances other than those described in Section 11.5.1, SJCOG, in the discretion of management, may choose not to discharge an employee for a first violation of this guideline if the employee satisfactorily participates in and completes an approved drug or alcohol abuse ‘assistance’ or rehabilitation program when recommended by SJCOG.

Section 11.5.3. Effect of Criminal Conviction. An employee who is convicted under a criminal drug statute for a violation occurring in the workplace or during any SJCOG-related activity or event will be deemed to have violated this Guideline.

Section 11.5.4. Written Warning. An employee who is not discharged for a first violation of this Guideline will receive a final written warning.

Section 11.5.5. Effect of Second Violation. A second violation of this Guideline at any time will result in immediate discharge.

Section 11.5.6. Effect of Discharge on Eligibility for Rehire. Employees who are discharged for a violation of this Guideline will not be eligible for rehire by SJCOG.

Section 11.5.7. Criminal Convictions. Employees must notify SJCOG of any conviction under a criminal drug statute for a violation occurring in the workplace or during any SJCOG-related activity or event. Employees must notify SJCOG within five days after any such conviction. When required by federal law, SJCOG will notify any federal agency with which it has a contract of any employee who has been convicted under a criminal drug statute for a violation occurring in the workplace.

**Section 11.6. Use of Legal Drugs.** SJCOG recognizes that employees may, from time to time, be prescribed legal drugs that, when taken as prescribed or according to the manufacturer’s instructions, may result in impairment. Employees may not work while impaired by the use of legal drugs if the impairment might endanger the employee or someone else, pose a risk of significant damage to SJCOG property, or substantially interfere with the employee’s job performance. If an employee is so impaired by the appropriate use of legal drugs, they may not report to work. To accommodate the absence, the employee may use accrued sick leave, administrative leave, or annual leave. Nothing in this Guideline is intended to diminish SJCOG’s commitment to employ and reasonably accommodate qualified disabled individuals. SJCOG will reasonably accommodate qualified disabled employees who must take legal drugs because of their disability.

**Section 11.7. Unregulated or Authorized Conduct.**

Section 11.7.1. Customary Use of Over-the-Counter Drugs. Nothing in this Guideline is intended to prohibit the customary and ordinary purchase, sale, use, possession, or

dispensation of over-the-counter drugs, so long as that activity does not violate any law or result in an employee being impaired by the use of such drugs in violation of this Guideline.

Section 11.7.2. Off-the-Job Conduct. Unless an employee is in a designated safety-sensitive position, this Guideline is not intended to regulate off-the-job conduct, so long as the employee's off-the-job use of alcohol or drugs does not result in the employee being under the influence of or impaired by the use of alcohol or drugs in violation of this Guideline. If an employee is in a designated safety-sensitive position, they will be subject to drug testing as described in Section 11.9 of this handbook.

Section 11.7.3. Authorized Use of Alcohol. SJCOG may provide alcohol for consumption at certain events, such as social functions. The consumption of alcohol at these events does not violate this Guideline.

**Section 11.8. Confidentiality**. Disclosures made by employees to their appropriate supervisors concerning their use of legal drugs will be treated confidentially and will not be revealed to managers or supervisors unless there is an important work-related reason to do so in order to determine whether it is advisable for the employee to continue working.

**Section 11.9. Drug Testing**.

Section 11.9.1. Testing of Applicants. As part of SJCOG's employment screening process, any applicant to whom an offer of employment is made must pass a test for controlled substances, under the procedures described below. The offer of employment is conditioned on a negative test result. Applicants will be informed of SJCOG's drug testing policy in the employment application.

Section 11.9.2. Testing of Employees.

A. Reasonable Suspicion Testing. In the event of any accident on SJCOG premises or involving SJCOG property which involves injury or damage to property, the employee shall be requested to take a drug test in accordance with the procedures outlined below. If the employee refuses to cooperate with the administration of the drug test, the refusal will be handled in the same manner as a positive test result.

Section 11.9.3. Procedures for Drug Testing. SJCOG will refer the applicant or employee to an independent, National Institute on Drug Abuse (NIDA)-certified medical clinic or laboratory, which will administer the test. SJCOG will pay the cost of the test and reasonable transportation costs to the testing facility. The employee will have the opportunity to alert the clinic or laboratory personnel to any prescription or non-prescription drugs that they have taken that may affect the outcome of the test. All drug testing will be performed by urinalysis.

Initial screening will be done by EMIT II. Positive results will be confirmed by gas chromatography/mass spectrometry.

The clinic or laboratory will inform SJCOG as to whether the applicant passed or failed the drug test. If an employee fails the test, they will be considered to be in violation of this Guideline and will be subject to discipline accordingly.

Section 11.9.4. Acknowledgment and Consent. Any employee subject to testing under this policy will be asked to sign a form acknowledging the procedures governing testing, and consenting to (1) the collection of a urine sample for the purpose of determining the presence of alcohol or drugs, and (2) the release to SJCOG of medical information regarding the test results. Refusal to sign the agreement and consent form, or to submit to the drug test, will result in the revocation of an applicant's job offer, or will subject an employee to discipline up to and including termination.

Section 11.9.5. Confidentiality. All drug testing-records will be treated as confidential.

## **ARTICLE XII MISCELLANEOUS**

**Section 12.1. Automobile Insurance**. At all times during the term of employment, employee shall keep in full force and effect at employee's own expense, automobile insurance on each automobile owned or operated by employee, that is used at any time in the performance of employee's duties. Each policy of insurance must be issued by an insurance duly licensed and qualified to do business in the State of California. Employee shall secure and keep in force such personal automobile insurance coverage in at least the amount required by the State of California.

**Section 12.2. Daily Time Record**. Each employee is required to keep a daily log of time worked on the New World System. The log shall be kept on a one-tenth hour basis, with each hour being charged to the appropriate work element, as identified in the SJCOG "Overall Work Program." The recorded hours shall be accumulated into a biweekly record for accounting, payroll, and budgetary analysis purposes. The total hours worked by an employee shall be recorded accurately each day, even though an individual may have worked beyond the eight-hour day or 80-hour pay period limits. Each employee is responsible for electronically submitting his/her timesheet in a timely manner at the end of the pay period.

Each employee shall be required to sign each time sheet and obtain the signature of his/her supervisor.

**Section 12.3. San Joaquin Council of Governments Timesheet Reporting Policy and Procedures.**

### **Purpose:**

Filling out timesheets correctly is essential. It is important to not only capture the correct hours worked, but it is essential to account for time worked on tasks that are funded with Federal,

State, and local funds. Labor costs are the most significant costs incurred in the performance of government related projects and bear a great deal of scrutiny during an audit.

The timesheet is the basis for payroll and grant invoicing; therefore, it is very important that accurate, daily records be maintained. Timesheets are used to keep track of how employee's work time has been allocated during the timesheet period and are considered a legal record.

Maintaining an accurate and complete Timesheet is an important part of your job.

**Pay Period.** Work time accumulates bi-weekly at SJCOG. A pay period is 14 days. Normal time accumulated for each workweek is not to exceed 40 hours (including all time worked, sick time, and/or annual leave) without prior written approval.

## **I. Policy and Procedures for Recording Hours Worked**

1. All employees have access to their timesheet with their name and pay period shown on the timesheet at the beginning of each new pay period via our online timekeeping system at <https://sjcogesuite.tylertech.com/Websites.HR.Portal/Default.aspx>.
2. This is the timesheet the employee should use to record all their hours for that pay period.
3. All employees must update the timesheet **daily**. Timesheets should be updated at the end of each workday but not later than by 10:00 am the following workday.
4. Only the employee themselves (except for supervisors and payroll administrators on an exception basis), should enter their time in and out each day. It is illegal to ask another employee to log-in/out and enter time worked on your timesheet. This is considered fraud and is grounds for disciplinary action up to and including possible termination for all parties involved.
5. The Project/Task/Supervisory Manager will provide each employee with a task number and description of the task being worked on with sufficient information so that the employee can validate that the work they are performing relates to the assigned task number.
6. Each row represents a direct or indirect charge on your timesheet. Enter the total number of hours in the appropriate row for the correct day.
7. At the end of the pay period make sure that your hours have been entered correctly, that you are not missing any timesheet entries and electronically sign your timesheet.
8. All employees must have **prior written approval for overtime**, i.e., beyond the normal 40 hours. The overtime approval form is located on the M: Forms

drive and in esuite, and you **must** have a signed/approved overtime form in hand before you can work/charge overtime hours. The approved request for overtime is to be submitted with the timesheet at the end of the pay period.

9. Personnel that are on travel may access their timesheet online at the website listed above to record their daily hours.
10. If while out of the office, you are not able to access your timesheet online, you **must** contact your supervisor or the payroll specialist to either email or verbally submit your hours for that day. You must immediately approve your timesheet and make any necessary adjustments upon your return to work.
11. In the event that your actual hours and task numbers used on your timesheet deviate from your estimated hours (e.g., if you went on travel in support of both direct and indirect business purposes, or became ill late Friday afternoon on the day timesheets are due and you had already turned in your timesheet), then upon your return to the office you must submit a request for a change to be made with a brief explanation as to why the correction is required. Specifically indicate what the original entry was and what the corrected entry should be and submit the request to your supervisor for approval. It will be routed to Payroll for the correction to be made. Submitted and approved time sheets may not be altered. If your time sheet is in the submitted stage and not approved by your supervisor, you may recall the timesheet and make the necessary changes.
12. All corrections made to a submitted timesheet require an explanation for the change. The explanation should include enough details to understand why the change was made. Corrections should be an exception. Careful review of your timesheet will eliminate most instances. If there are questions regarding time entry, have the time sheet reviewed PRIOR to submission.
13. Timesheets are to be approved by Project /Task/Supervisory Managers by **2:00 pm PST on the last day of your work week** (Friday) or Thursday for 9/80 staff.

## **II. Employees Responsibilities**

It is the employee's responsibility and the expectation of SJCOG that all employees accurately and honestly record all time worked. It is your responsibility to see that your time is recorded correctly, by reporting proper labor charges, annual leave, indirect activities, and absences. It is your responsibility to:

1. Understand and comply with the SJCOG Timekeeping Policies and Procedures.
2. Record your time on a daily basis, preferably updating your timesheet at the end of each workday. Hourly employees are expected to adhere to their scheduled work hours.



3. Be accurate and precise in charging your time against the projects you are actually working on. Staff is not to carryover excess hours worked from one day to cover a shortage of another day.
4. Make sure that all corrections to your timesheet are adequately documented.
5. Contact your Accounting-Payroll Specialist or supervisor if you are unable to complete your timesheet at the end of a pay period.
6. Review and electronically sign your timesheet at the end of each pay cycle. Your approval is certifying the information you are providing is complete and accurate.

### **III. Supervisor's Responsibilities**

It is the supervisor's responsibility to monitor and verify the accuracy of their employees' timekeeping practices. Specifically, supervisors are expected to:

1. Ensure that employees understand what task numbers they are authorized to charge against, what their duties are under each task number.
2. Ensure employees understand the Timekeeping Policies and Procedures. Assist employees with any questions regarding proper timekeeping procedures.
3. Monitor to ensure employees are updating their timesheets on a daily basis.
4. Review and approve employee timesheets at the end of each pay period. Your approval is certifying that you have taken reasonable measures to ensure the accuracy of the timesheet and that to the best of your knowledge the information is complete and accurate.

### **IV. Non-Exempt Employees- Overtime Approval Procedures: (See policies and procedures for overtime non-exempt employees)**

When working Overtime employees should adhere to the following Overtime approval procedures:

1. Employee should fill out an OT approval request form and return to Project/Task/Supervisor for approval. OT approval should be completed as soon as the employee believes they may need to work overtime hours.
  - a. Request should include task number, date the overtime will fall in, estimated number of OT hours and a reason for the overtime.
2. Project/Task/Supervisors should validate overtime requirement and approve or decline the overtime request.

- a. If the overtime hours are for direct hours, then the supervisor and deputy director should verify availability of funds on the grant. All overtime approval requests should accompany the time sheet at the end of the pay period.

## **V. Recording Indirect Cost Procedures**

SJCOG maintains two types of charges: direct and indirect. Direct charge numbers are used to record time spent working directly on an Overall Work Program project. Indirect charge numbers are used for time spent that is not directly related to a project. Time spent on tasks not related to a project should never be charged against a direct charge number. Employees should observe the following procedures for time spent on non-direct job-related tasks:

1. Employees attending mandatory company meetings or training will be provided with the appropriate indirect charge code to use. Employees are expected to follow up with their manager if a charge code is not provided.
2. Employees working on bids and proposals or a non-direct project should contact their supervisor to receive the appropriate project number to use.

If you are unsure how to record your time, always contact your supervisor or payroll for clarification. Do not guess.

**ACKNOWLEDGMENT**

**PLEASE READ THE EMPLOYEE HANDBOOK AND FILL OUT AND RETURN THIS PORTION TO THE PERSONNEL DEPARTMENT.**

Employee Name: \_\_\_\_\_

I acknowledge that I have received a copy of SJCOG's Employee Handbook. I understand that I am responsible for reading the handbook and for knowing and complying with the policies set forth in the handbook during my employment with SJCOG.

I further understand, however, that the guidelines contained in the handbook are guidelines only and are not intended to create any contractual rights or obligations, express or implied. I also understand that, except for SJCOG's at-will employment policy, SJCOG may amend, interpret, modify, or withdraw any of the provisions of the handbook at any time in its sole discretion, with or without notice. Furthermore, I understand that, because SJCOG cannot anticipate every issue that may arise during my employment, if I have any questions regarding any of SJCOG's guidelines or procedures, I should consult SJCOG's executive director, or Human Resources.

I understand and agree that my relationship with SJCOG is "at-will," which means that my employment is for no definite period and may be terminated by me or by SJCOG at any time and for any reason, with or without cause or advance notice. I also understand that SJCOG may demote or discipline me or otherwise alter the terms of my employment at any time at its sole discretion, with or without cause or advance notice.

I understand and agree that the terms of this Acknowledgment may not be modified or superseded except by a written agreement signed by me and the executive director, that no other employee or representative of SJCOG has the authority to enter into any such agreement, and that any agreement to employ me for any specified period of time or that is otherwise inconsistent with the terms of this Acknowledgment will be unenforceable unless in writing and signed by me and the executive director. I further understand and agree that if the terms of this Acknowledgment are inconsistent with any guideline or practice of SJCOG now or in the future, the terms of this Acknowledgment shall control.

Finally, I understand and agree that this Acknowledgment contains a full and complete statement of the agreements and understandings that it recites, that no one has made any promises or commitments to me contrary to the foregoing, and that this Acknowledgment supersedes all previous agreements, whether written or oral, express, or implied, relating to the subjects covered in this Acknowledgment.

I have carefully read this Acknowledgement of Receipt.

Date: \_\_\_\_\_, 20\_\_\_\_ Signed: \_\_\_\_\_

# AGENDA ITEM **5**



# STAFF REPORT

**SUBJECT:** Cafeteria Plan Allowance Increase

**RECOMMENDATION:** That the Board Adopt the Proposed Cafeteria Plan Allowance Increase Adjusted for Inflation and Consider Increasing the Cafeteria Plan Allowance, Annually, in the Annual Financial Plan Based on the Consumer Price Index Increase

## SUMMARY

Prior to 2010, San Joaquin Council of Governments' (SJCOG) staff received benefits for its employees from the County of San Joaquin. In 2010, the county determined they, the county, could no longer provide benefits to special districts such as SJCOG. In response, a benefit package was crafted using non-county providers.

The benefit package provided by the county included a "cafeteria plan" for exempt employees. This cafeteria plan included an allowance with which the exempt employees could purchase health care and insurance options. SJCOG retained that allowance feature funding it at the same dollar amount in 2010. Inflation over the past 13 years has significantly discounted the dollar value of the allowance. This action would bring the purchasing power back to 2010 levels and, further, index future years to the annual CPI adjustment that is currently applied to salaries in the Annual Financial Plan.

## BACKGROUND

As noted above, prior to 2010, SJCOG staff received employee benefits from the County of San Joaquin. When the county determined it could no longer provide benefits to special districts such as SJCOG, the SJCOG board adopted a benefit package, closely replicating the benefits SJCOG employees were receiving from the county. The intent was to transition from the county and not be prejudicial to SJCOG employees. Since 2010, this benefit package has remained largely the same.

Included in the benefit package provided by the county was a "cafeteria plan" for exempt employees. Exempt is a Fair Labor Standards term generally applying to middle, senior, and executive management. Exempt employees are salaried and not eligible for overtime. The cafeteria plan includes items such as health, vision, dental plans, insurance options, and other items the employee could elect purchase. The cafeteria plan for exempt employees differentiates

from non-exempt staff in that SJCOG pays some or all the health care, and some of the insurance plans for non-exempts, while the exempt employee must pay those premiums.

The cafeteria plan, as modeled from the county, provided an allowance to the exempt employee. The allowance amount differed based on the management level of the employee. The employee could use the allowance to purchase those cafeteria items. SJCOG used the amounts the county was providing a comparable class of exempt employees. (The county's cafeteria amounts are subject to agreement by the bargaining units to which it applies.)

The plan also included a section 457 supplemental contribution between 1% and 5%, also based on the employee's managerial level.

### SJCOG Employees Cafeteria Plans

<b>Position</b>	<b>Bi-weekly Amount</b>	<b>457 SUP %</b>
<b>Executive Management</b>	<b>894.81</b>	<b>5</b>
Executive Director		
<b>Senior Management</b>	<b>894.81</b>	<b>2</b>
Deputy Executive Director		
Deputy Director of Planning		
Deputy Director of Programming and Project Delivery		
<b>Confidential Management</b>	<b>894.81</b>	<b>1</b>
Manager of Administrative Services		
<b>Middle Management</b>	<b>707.78</b>	<b>1</b>
Senior Planners		
Senior Program Specialist		
Finance Manager		
IT Manager		
Habitat Program Manager		
Project Manager		

Currently there are 12 exempt employees, four at the \$894.81 level and eight at the \$707.78 level. SJCOG has been using those same amounts since 2010. Due to inflation, the cost for everything, including health care insurance, and other products eligible to be purchased under the cafeteria plan have gone up. Since 2010, the cumulative inflation over the past 13 years, per the US Bureau of Labor Statistics Consumer Price Index (CPI), has been 39.12%. According to the Centers for Medicare and Medicaid Services, healthcare spending in the United States increased from \$1.98 trillion in 2008 to \$3.81 trillion in 2019, an average growth rate of 4.6% or 52% in that time.

Either measure demonstrates the decline in the present value, or purchasing power, of the cafeteria plan contribution from 2010. Using the CPI, the allowance has declined from \$894.81

to \$643.19 and \$707.78 to \$508.76. To bring the allowance up to 2010 purchasing value, the amounts would be \$1,252.74 and \$990.80.

These allowances are not related to salaries, therefore, SJCOG staff also recommends indexing the allowances to the same CPI adjustment included in the Annual Financial Plan for the cost-of-living adjustment and adjusting salary brackets. All of the above would be staff proposals, on an annual basis, subject to the Board’s consideration and ultimately final decision as part of the AFP. It is therefore not assumed that a CPI is “automatic” from year to year.

What is San Joaquin County doing now? The dollar amounts have modestly increased or remained the same. Executives \$923.96, mid-managers \$707.78 and Sheriff’s management and sergeants \$1,365.75. However, they have added a Health Benefit Premium Supplement that ranges from \$181.01 to \$522.99 depending on the health plan selected adding to the value of the allowance.

**SJCO Health Benefit Premium Supplement**

* Medical	* Dental	Vision
<b>181.01-622.99</b>	<b>10.56-16.15</b>	<b>2.59</b>
<b>181.01-622.99</b>	<b>10.56-16.15</b>	<b>2.59</b>
<b>181.01-622.99</b>	<b>10.56-16.15</b>	<b>2.59</b>
<b>151.08-839.17</b>	<b>10.56-16.15</b>	<b>2.59</b>

**FISCAL IMPACT**

If all of the eligible positions were filled, the impact on the FY 2023-24 Annual Financial Plan would be an increase of \$95,243.12. The new annual total cafeteria would be \$336,221.60 up from \$240,278.48.

Funds are available for the current year. In future years, this increase will be captured in the annual indirect cost plan percentage which is applied to all grants and funding sources offsetting the added expense.

**RECOMMENDATION**

That the executive committee recommend to the board approval of the increasing the cafeteria plan allowance for exempt employees to mitigate for 13 years of inflation from \$894.81 to

\$1,252.74 and from \$707.78 to \$990.80. Further, staff recommends the allowance be indexed to the annual CPI. If approved, this action would be effective starting July 1, 2023, and staff would be authorized to process this amendment into the Annual Financial Plan.



# AGENDA ITEM **6**



# STAFF REPORT

**SUBJECT:** SJCOG Board Chair & Vice-Chair appointments

**RECOMMENDED ACTION:** Recommend to SJCOG Board the Appointments of SJCOG Chair & Vice-Chair for FY 2023-24

## DISCUSSION:

### SUMMARY:

The SJCOG Board makes appointments for SJCOG Chair and Vice-Chair as well as Executive Committee members. In accordance with SJCOG bylaws, **“The Chair of SJCOG shall be the Chair of the Executive Committee and shall serve on it as the representative of his/her jurisdiction.”** Other than that requirement in the bylaws, there is no description on how the Board makes these appointments.

The process has been that the Executive Committee made recommendations to SJCOG Board on these appointments based upon a rotation schedule.

SJCOG has used the following rotation schedule for the SJCOG Board Chair and Vice-Chair. It has traditionally followed a succession process based upon a rotation of agencies from the list depicted below:

1. County (currently SJCOG Board Chair FY 22/23, Supervisor Rickman)
2. Escalon (currently SJCOG Board Vice-Chair FY 22/23, Mayor Bellinger)
3. Lathrop
4. Stockton
5. Manteca
6. County
7. Tracy
8. Lodi
9. Stockton
10. Ripon (former SJCOG Board Chair FY 21/22)

If this rotation practice is applied, Escalon Mayor Dave Bellinger would rotate as the incoming chair. Lathrop Councilmember Diane Lazard would rotate in as incoming vice-chair.

**Recommendation:** SJCOG staff recommends the Executive Committee take action on a recommendation to SJCOG Board for Chair and Vice-Chair.

**FISCAL IMPACT:**

None

*Prepared by Diane Nguyen, Executive Director*





