

AGENCY ON AGING AREA 4

Nevada | Placer | Sacramento | Sierra | Sutter | Yolo | Yuba Counties

OUR VISION

An ageist- and ableist-free society.

EMPLOYEE HANDBOOK

Adopted: May 1983
Last Revised: July 2024

OUR MISSION

Enriching the lives of older adults and people with disabilities by **FOSTERING** networks of support, **ADVOCATING** for individual choice, **COLLABORATING** with others, **ENSURING** equity, and **STRIVING** to do so with conviction

AGENCY ON AGING AREA 4

VALUES STATEMENT

The Agency on Aging Area 4 is dedicated to making a difference in every community that we serve. We must be able to rely on each other to share that dedication and to be worthy of the trust of those we serve. Our foundation is a passion for the work that we do and a shared commitment to the values that make achieving our mission possible. Our shared values are best demonstrated when we:

- ***Advocate to eliminate ageism and ableism***
- ***Serve with integrity by maintaining an ongoing dedication to honesty and responsibility***
- ***Use the power of open communication, shared decision-making, teamwork, and collaboration***
- ***Honor the wisdom and dignity and choices of those we serve***
- ***Act as conscientious stewards of our resources***
- ***Strive always for excellence and equity when translating our mission into action***

WELCOME

The staff of the Agency on Aging Area 4 (AAA4) extends a warm welcome to you as a new member of our team. We are looking forward to your contributions to the efforts of the Agency on behalf of the older adults, people with disabilities, and the communities that we serve. We hope you will take advantage of the opportunities our organization offers both to deliver our mission and to provide you with rewarding, challenging and meaningful work. You are joining a group of committed professionals who daily demonstrate a high level of care, concern and compassion for others that ensures the continued success of our mission. We fully expect that you will grow into a valued and productive member of our team, and we will do our part as your teammates to mentor you in your professional development.

ABOUT THE AGENCY ON AGING AREA 4

Our Agency, along with all 600+ Area Agencies on Aging in the country, exists today because of the passage of the Older Americans Act (OAA), which was signed into law by President Lyndon Johnson in 1965. The OAA created a national network to respond to the needs of Americans aged 60 and older in every local community. Agency on Aging Area 4 was established in 1973 as one of the six original agencies on aging in California. Ten years later the Agency was restructured as a non-profit Joint Powers Authority (JPA). As a JPA our Agency enjoys greater flexibility in our operations and we are able to more effectively tailor our activities to the needs of the clients in the seven counties that we serve – Nevada, Placer, Sacramento, Sierra, Sutter, Yolo and Yuba. To the greatest extent possible our goal is to help those who wish to “age-in-place” do so, to help those who cannot to find satisfactory and healthful options for maintaining a good and respectful quality of life as they age, and to connect those who need them with the resources to assist them in realizing their full inclusion into the communities where they live and work.

As a Funding agency, AAA4 awards grants to community partners to deliver services to target populations; as an Administrative agency, AAA4 assures program excellence and fiscal compliance by contracted partners; as a Planning agency, AAA4 assesses needs and develops a four-year strategic Area Plan; and as an Advocacy agency, AAA4 works with governmental bodies and community organizations to identify, develop, and expand services to meet local needs.

ABOUT THE AGING AND DISABILITY RESOURCE CONNECTION

The Aging and Disability Resource Connection (ADRC) initiative began as a collaborative effort between the State of California, the federal Administration for Community Living (ACL), the Centers for Medicare & Medicaid Services (CMS), and the Veterans Administration (VA). The ADRC’s purpose is to provide a single, more coordinated system

for people seeking reliable information and access to Long-Term Services and Supports (LTSS). This purpose is achieved by building community partnerships, providing services using a person-centered approach, and reducing the number of barriers for accessing services.

ADRCs are intended to act as a "No Wrong Door" system which enables people of all ages, incomes, and disabilities to connect with any one ADRC partner organization for accessing a wide array of Long-Term Services and Support options in the community. ADRCs support the needs of caregivers and respect the diversity of families and cultures that make up their local communities.

California's ADRCs are led by a core partnership between Independent Living Centers (ILCs) and Area Agencies on Aging (AAAs) in addition to a wide array of extended partner organizations.

HOW TO USE THE EMPLOYEE HANDBOOK

The Employee Handbook provides an overview of the Human Resources policies and procedures that are the basis of the relationship between Agency on Aging Area 4 (AAA4) and all its employees and, where applicable, its interns. It is not a contract of employment. ***You are expected to read the Employee Handbook in its entirety in order to become familiar both with our expectations of you as an employee/intern and with your rights and privileges during your employment/internship with AAA4.*** Initially, and at any time during your employment/internship, you are encouraged and expected to discuss any portion of this handbook that you do not understand with your supervisor.

As of its date of revision, this Employee Handbook supersedes any and all written policies of AAA4 that are inconsistent with its provisions. The policies and procedures in this handbook may be changed at any time at the sole discretion of AAA4. Many of those changes will be dictated by changes in local, state, or federal law or regulation. Subsequent to such changes you will receive updated information and will be expected to maintain such updates as additions to this handbook. Your familiarity with its provisions will help to ensure your success as an AAA4 employee/intern.

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AGENCY ON AGING AREA 4 EMPLOYEE HANDBOOK

Section 1: DEFINITION OF TERMS

1.1 Administrative Definitions

- a) **Advisory Council:** The group of thirty-five (35) concerned citizens who have been appointed by the seven (7) represented counties and/or older adult services agencies as the principal advocate body on behalf of older adults and whose charge is to advise the AAA4 Governing Board on matters relating to the needs of older adults and the development and administration of AAA4 plans to meet those needs.
- b) **Employee Handbook:** The guidance manual maintained to document the personnel policies and procedures covering the employment practices of AAA4.
- c) **Employee Personnel Committee (EPC):** A group of peer-selected employees charged with communicating and making recommendations about matters captured in the Employee Handbook.
- d) **Employer:** Agency on Aging Area 4 (AAA4) [doing business as Area 4 Agency on Aging]
- e) **Executive Director (ED):** The chief executive and administrative officer appointed by the Governing Board to be responsible for strategic planning and development, program and fiscal oversight, personnel management, and the overall leadership of AAA4. [NOTE: Executive Director (ED) as used in this Employee Handbook shall mean the ED and/or an Interim Designee.]
- f) **Fair Labor Standards Act (FLSA):** The federal law governing overtime, minimum wage, and child labor. It includes definition of employment positions that may be exempt from overtime compensation depending upon specific job duties.
- g) **Governing Board:** The group of seventeen (17) designated representatives charged with establishing policy and overseeing business matters for the Agency on Aging Area 4 (AAA4). The Governing Board shall be taken to mean the appointed body and such committees as shall from time to time be constituted by the Governing Board to effectively transact the business of AAA4.
- h) **Governing Board Personnel Committee (GBPC):** A group of designated Governing Board members charged with the oversight of personnel matters

including development and maintenance of personnel policies and procedures, development of an affirmative action plan, and Agency compliance with generally accepted personnel practices.

- i) **Interim Designee (ID):** A person identified in writing by the Executive Director **or the Governing Board** to perform specific responsibilities for a determinate time, usually during the absence of the Executive Director.
- j) **Joint Powers Authority (JPA):** The agreement entered into on March 1, 1983, for the joint exercise of powers by the counties of Nevada, Placer, Sacramento, Sierra, Sutter, Yolo, and Yuba to provide regional aging-related services in accordance with the Older Americans Act of 1965 (OAA).
- k) **Leadership Team (Leadership):** The group of management employees having Executive Exemptions who regularly meet with and provide support to the ED in the planning and execution of the Agency's mission. Leadership Team meetings may, from time to time, include others who have been invited to provide particular expertise to the Team.
- l) **Policies and Procedures:** Those rules and regulations identified by law or operational considerations which govern the fair and equitable treatment of employees and/or other constituents of AAA4.

No provision of any AAA4 policy or procedure applies or shall be enforced if it conflicts with or is superseded by any requirement or prohibition contained in a federal, state, or local law or regulation.

1.2 Employee Definitions

- a) **Exempt Employee:** An employee determined to be exempt from the overtime pay requirements of the Fair Labor Standards Act (FLSA). An employee may be exempt if the employee is in charge of a department or functional area and regularly and customarily exercises discretionary, independent judgment in the performance of job duties. An exempt employee is paid for performing specific functions and assignments (rather than for actual hours worked) and is not compensated for casual or voluntary overtime. Among the main criteria to be categorized as FLSA exempt, the employee must work in an executive, administrative or professional capacity and devote more than fifty percent (50%) of his/her/their time to the performance of intellectual work which is directly and closely related to management policies. In order to be exempt initially and thereafter, the employee must earn **at least a** minimum salary of two (2) times the State minimum wage for full-time employment (salary must = minimum wage X 2 X 2080 hours).

A complete list of criteria that may be taken into consideration is not included in this definition. Contact Human Resources for additional information.

Executive Exemption - The following executive positions are deemed exempt:

- 1) Assistant Director
- 2) Executive Director
- 3) Fiscal Administrator
- 4) Human Resources Administrator
- 5) Information Technology Administrator
- 6) Operations Administrator
- 7) Program Administrator

Administrative Exemption - The following administrative positions may be deemed exempt:

- 8) Assistant Controller
- 9) Controller
- 10) Information Technology Privacy & Security Officer
- 11) Ombudsman Program Manager
- 12) Program Manager/Developer

Professional Exemption - The following professional position may be deemed exempt:

- 18) Dietician

- b) **Non-exempt Employee:** An employee who is subject to the overtime provisions of the Fair Labor Standards Act and receives **compensatory and/or** overtime compensation for all authorized hours worked in excess of the employee's normal work schedule. Positions not listed in Section 1.2 a) above are considered non-exempt. [See Section 8.3 for additional information on Compensatory Time Off (CTO) and Overtime.]
- c) **Full-time Employee:** An employee who is hired to work at least thirty-five (35) hours per week.
- d) **Part-time Employee:**
 - 1) Any person hired for a period of thirteen (13) pay periods or more (subject to At Will provision) and who works ~~less~~ **fewer** than thirty-five (35) hours per week.

- 2) Any Part-time employee who works seventeen and one-half (17½) hours or more per week on an annual basis is covered by all the provisions of the Employee Handbook with the following exceptions:

An employee working fewer than twenty (20) hours per week is **not covered** by –

- 11.2a (Health Benefit)
- 11.2b (Health Benefit Alternative)
- 11.14 (Dental Insurance)

An employee working fewer than seventeen and one-half (17½) hours per week is **not covered** by –

- 11.13 (Long-Term Disability Insurance)

- e) **Regular Employee:** An employee who has satisfactorily completed an Initial Training Period.
- f) **Limited Term Employee:** An individual employed by AAA4 for a limited period of time or on an intermittent basis that shall not exceed one thousand and three hundred (1,300) hours per calendar year unless authorized by the Executive Director. A Limited Term employee is paid only for the actual hours worked. A Limited Term employee shall not receive paid holiday, employee paid retirement, or vacation leave. A Limited Term employee shall accrue pro-rated sick leave in accordance with Section 12.1 c).

A Limited Term employee is not, unless otherwise stated in his/her/their letter of appointment, subject to the provisions of the Employee Handbook, with the following exceptions for which the Limited Term employee is held accountable:

Section 3.1	Employment At Will
Section 3.5	Harassment
Section 3.6	Discrimination
Section 4	Employee Conduct
Section 5	Workplace Safety
Section 7.2	Terms and Conditions of Employment
Section 8.3	Compensatory Time Off/Overtime/Temporary Schedule Change
Section 8.4	Lunch Period
Section 8.5	Rest Period
Section 8.7	Pay Periods
Section 11.6	Social Security
Section 11.7	Workers' Compensation Insurance
Section 11.8	State Disability Insurance
Section 11.9	Unemployment Insurance
Appendix A	Equal Opportunity Statement & Affirmative Action Plan
Appendix B	Acceptable Use Procedures

Appendix C	Injury and Illness Prevention Program
Appendix D	Substance Abuse Policy
Appendix E	Workplace Violence Prevention Policy
Appendix O	Telecommuting Policy
Appendix P	Abuse and Molestation Prevention Policy
Appendix Q	Reasonable Accommodation for Disability Policy and Procedures

- g) **Volunteers and Student Interns:** Persons donating time without pay to assist AAA4 to conduct the administrative, fiscal and program responsibilities of the Agency. Volunteers and interns shall have clear lines of supervision and be provided training in order to perform the functions to which they have been assigned.

Volunteers shall be required to sign a Liability Waiver and Publicity Release. Volunteers under the age of 18 are required to have a parent or guardian sign the Liability Waiver and Publicity Release.

Volunteers and interns do not receive salary but may receive reimbursement for out-of-pocket expenses incurred in the performance of their AAA4 responsibilities, mileage reimbursement and/or a monthly stipend.

AAA4 reserves the right to decline the participation of a volunteer if:

1. The volunteer's skills/interests do not match those needed for the program/event
2. The volunteer is not sufficiently mature and knowledgeable to be able to accomplish the assigned task(s), and/or
3. Adequate adult supervision is not available if the volunteer is a minor.

- h) **Staff as Volunteers:** AAA4 welcomes the participation of its staff in various events, fundraisers, and community outreach events. There are conditions that must be met in order for staff to participate as volunteers [see Section 6.8].

1.3 Other Definitions

- a) **Anniversary Date:** Unless otherwise specified, the Anniversary Date assigned to an employee for administrative and benefits purposes shall be the date of hire into a full-time or part-time position. Time worked as a Limited Term employee shall not be credited toward the setting of the Anniversary Date. Upon subsequent promotion, demotion, extended unpaid leave of absence, or rehire, the Anniversary Date shall be reset.

- b) **Family Member:** Except as otherwise specified by Federal or State law, “family member” shall mean spouse, domestic partner, child, foster child, parent, parent-in-law, sibling, grandchild, or grandparent.
- c) **Hire Date (or Date of Hire or Hire):** The day an employee is designated to and does begin work as a Full-time or Part-time employee shall be the date of hire for all purposes unless otherwise specified.
- d) **Initial Training Period:** Any new employee, or any employee who has been rehired after an absence, will be provided a structured Initial Training Period during which the employee will be trained in the duties and responsibilities required of the position for which the employee was hired.

If, after the Initial Training Period, the employee cannot demonstrate proficiency or competency in the position for which the employee was hired, the At Will employment relationship may be terminated. The successful completion of the Initial Training Period does not indicate rights to continued employment. Either party (employee or AAA4) may terminate the employee-employer relationship with or without cause at any time.

Section 2: EMPLOYEE HANDBOOK

2.1 Establishment and Review

The Governing Board is responsible for the establishment, amendment, repeal, and review of the Employee Handbook. The responsibility for oversight of these matters rests with the Governing Board Personnel Committee (GBPC). The Executive Director shall, as needed, make recommendations for revisions to the Employee Handbook.

2.2 Implementation

The Executive Director is responsible for implementation of the Employee Handbook with the involvement of the GBPC as appropriate. The Executive Director has the authority to execute all personnel actions contained in these policies within limitations of the budget and the powers and procedures defined in the Joint Powers Agreement (JPA) and the Governing Board Rules of Procedure. The Executive Director has the authority to hire, supervise and may dismiss all authorized staff.

The Executive Director shall have the authority to amend, suspend or waive portions of this Employee Handbook in times of a health or civil emergency declared by a state or local authority in order to ensure the continued operation of the Agency. Only those portions of the Employee Handbook that would impede or delay the delivery of essential services and support may be temporarily amended, waived, or suspended. The Executive Director shall make known such changes to the normal operation of the Agency as soon as practicable to the Governing Board.

2.3 Employee Personnel Committee

The Employee Personnel Committee (EPC) shall be comprised of members nominated from and/or elected by AAA4 non-management, non-supervisory employees to broadly represent the interests of AAA4 staff. Each department and the Ombudsman Program shall nominate/elect a member to serve on the EPC and that individual shall be considered the voting member.

EPC members shall be elected annually and shall serve a two-year (2-year) term from July 1 of the first year to June 30 of the second year. Two (2) members shall be elected in even numbered years and three (3) members shall be elected in odd numbered years to assure continuity on the EPC. Designated voting members shall choose the EPC Chair from among their ranks.

Leadership staff (those staff with Executive Exemptions) and Supervisors are not represented on EPC and are not included in EPC meetings except by specific invitation of the EPC. Non-management, non-supervisory AAA4 staff are welcome to attend any EPC meeting but shall not have voting rights on EPC matters.

- a) It shall be the purpose of this committee to represent AAA4 employees and to communicate and make recommendations on matters relating to or affecting personnel practices and working conditions.
- b) The EPC shall designate a member or members to meet with the Executive Director as needed. The EPC shall review the Employee Handbook with the Executive Director prior to proposed revisions to the Employee Handbook being presented to the GBPC for action.
- c) The EPC may invite subject matter experts from among AAA4 staff to attend all of or a portion of any EPC meeting in order to facilitate discussion of a topic relevant to that staff member's area of expertise.
- d) The GBPC and EPC shall meet at the request of either party.

Section 3: GENERAL EMPLOYMENT INFORMATION

3.1 Employment At Will

Employment with AAA4 is on an At Will basis unless otherwise stated in a written employment agreement signed by the Executive Director.

- a) Either AAA4 or the employee may terminate the employment relationship at any time, for any reason, with or without notice.

- b) Nothing in this Employee Handbook or in AAA4 policies and procedures is intended to or creates an employment agreement, express or implied. Nothing contained in this document is intended to be, nor should it be, construed as a contract that employment or any other benefit will be continued for any period of time. In addition, no individual AAA4 representative is authorized to modify this Employee Handbook or to enter into any agreement, oral or written, that changes the At Will relationship.
- c) Salary figures provided to an employee are not intended to and do not create an employment contract for any specific period of time and **do** not alter the At Will relationship.

3.2 Equal Opportunity

AAA4 provides equal employment opportunities to all employees and applicants for employment. AAA4 prohibits discrimination and harassment of any type without regard to race (or traits historically associated with race), color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity or expression, or any other characteristics protected under Federal, State, or local laws. ***This policy applies to all terms and conditions of employment.*** [See Appendix A for additional information.]

3.3 Americans with Disabilities Act (ADA) / Reasonable Accommodation

AAA4 is committed to complying fully with all federal and state laws regarding equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

AAA4 will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless doing so would result in an undue hardship to the organization. This policy governs all aspects of employment including selection, job assignment, compensation, discipline, release from employment, and access to benefits and training.

An employee seeking reasonable accommodation must contact Human Resources to initiate the process required to respond to such a request.

3.4 Commitment to Diversity

AAA4 has, as a core value, commitment to recognizing, respecting, and benefiting from the individual differences of its employees. Ensuring diversity contributes to a positive work environment where each employee has the opportunity to reach his/her/their full potential. Having a diverse workforce is crucial to sustaining the creative energy essential to the success of AAA4's mission. Inclusiveness is fundamental to the success of AAA4 and will be reflected in all its employment practices, particularly in hiring, advancement, and professional development.

3.5 Harassment/Abusive Conduct (Bullying)

Harassment/Abusive Conduct (Bullying) within the context of this Employee Handbook is any form of misconduct directed at anyone at the Agency, either by another employee, a group of employees, or by persons from outside the Agency (e.g., vendors, delivery persons, maintenance staff, clients, etc.) Overt harassment/bullying is often purposefully motivated by meanness, bigotry, or personal gratification. But harassment/bullying also can occur through ignorance of or insensitivity to the personal boundaries of others or by lack of acceptance of the social norms of the organization. The consequences of any harassment, bullying, or intimidation, intended or unintended, are equally unacceptable.

Abuse of the dignity of any employee through ethnic, racist, or sexist slurs or through any other derogatory or objectionable conduct directly related to or negatively referencing race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, sexual orientation, gender orientation and/or gender identification is offensive behavior and unacceptable. When harassment becomes so pervasive that it creates a hostile or intimidating work environment it is also illegal behavior and will not be tolerated. Likewise, when bullying of an employee or employees becomes severe, an abusive work environment is created. While not illegal, bullying is absolutely unacceptable by this Agency and will be responded to in the same manner as to a complaint of unlawful harassment.

Harassment can take many forms – physical, verbal, visual – or can manifest as favoritism based on characteristics associated with protected classes. Harassment is defined, but not limited to:

- a) Unwanted sexual or power advances;
- b) Offering employment benefits in exchange for sexual or other favors, commonly referenced as *quid pro quo* behavior;
- c) Making or threatening reprisals after a negative response to sexual or other *quid pro quo* advances;
- d) Visual conduct such as leering, making sexual gestures, displaying sexually explicit, suggestive, or demeaning objects or pictures, cartoons, or posters;
- e) Verbal sexual advances or propositions, verbal abuse such as swearing, profanity, and/or verbal abuse such as negative references (including “jokes”) as to race, color, sex, religion, handicap, age, national origin, and sexual orientation; verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words

used to describe an individual, suggestive or obscene letters, notes, or invitations; personal insults, especially those using racist or sexist terms;

f) Physical conduct such as touching, impeding movement, or assault; and/or

g) Advocating or supporting any of the behaviors described above.

Similarly, bullying can take many forms. It is distinct from the legally understood definition of harassment in that the behaviors are not prompted or directed at an individual on the basis of his/her/their membership or perceived membership in a protected class. Bullying is characterized by the following:

a) Repeated verbal abuse in the workplace, including derogatory remarks, insults, and epithets;

b) Verbal, nonverbal, or physical conduct of a threatening, intimidating, or humiliating nature in the workplace; and/or

c) The sabotage or undermining of an employee's work performance.

A single act generally will not constitute abusive conduct unless such conduct is determined to be severe and egregious.

Employees are expected to assume personal responsibility to promote fairness and equity in the workplace and report any incidents of abusive conduct witnessed or personally experienced. Employees should fully cooperate with any and all measures put in place by AAA4 to ensure that the workplace is free of abusive conduct.

AAA4 will provide assurances of a harassment-free and bullying-free workplace and of one in which employees can address unwanted behaviors informally or file a formal complaint without fear of retaliation. Any employee who feels that he/she/they is/are the victim of abusive conduct is/are urged to first communicate directly with the offending party and advise that person or persons that the behavior is unwelcome and offensive.

If an employee is uncomfortable or feels he/she/they cannot speak to the individual directly, the problem should be brought to the attention of the immediate supervisor. If the alleged harasser/bully is an employee's immediate supervisor, the employee should notify Human Resources. An employee is not compelled to make a formal complaint of abusive conduct but must, at a minimum, ensure that a supervisor or manager is aware of the unwelcome behavior in order for AAA4 to take corrective action.

Any and all complaints alleging harassment or bullying will be promptly, fully, and discreetly investigated by AAA4. When filing a formal complaint, the complaining party will be asked to sign a consent form acknowledging agreement that AAA4 may disclose information contained in the complaint to any third parties that it believes may be necessary to conduct a thorough investigation. A determination will be made, and the results made known to the complainant, the alleged harasser, and as appropriate, all others directly concerned.

A determination of abusive conduct does not depend upon the intent of the alleged perpetrator's actions or behaviors. Rather it depends upon whether or not those actions or behaviors created an environment that was sufficiently intimidating as to negatively interfere with an employee's or a group of employees' work performance or with the employee's right to be treated with dignity and respect at all times in the workplace.

Proven abusive conduct will be promptly and effectively remedied. AAA4 will respond in writing to all complaints of harassment and/or bullying. Any employee found to have committed a substantiated allegation of protected class-based harassment or a lesser finding of attempted intimidation or other associated misconduct shall be subject to disciplinary action which can include dismissal. [See Appendix N for filing a complaint of abusive conduct.]

3.6 Discrimination

AAA4 strictly prohibits discrimination in the terms, conditions, or privileges of employment based upon the following: race; religious creed, dress, or grooming practice; color; national origin; ancestry; physical handicap; medical condition; marital status; sex or sexual orientation; gender identification or gender expression; traits historically associated with race including, but not limited to, hair texture and protective hairstyles. AAA4 also strictly prohibits retaliation against any person who has filed a complaint of discrimination based upon the grounds set forth above. [See Appendix A for additional information.]

3.7 Nepotism

Nepotism is favor shown to relatives by individuals in positions of authority. AAA4 is committed to hiring and promoting on the basis of an individual's qualifications and ability to satisfactorily accomplish the work expected of him/her/them. Understanding both the benefits and potential perceived or actual problems of nepotism, AAA4 will consider a member of an employee's immediate family for employment only if the applicant possesses all of the qualifications for employment for the position.

Immediate family member under this Section shall mean spouse, child, parent, parent-in-law, sibling, brother/sister-in-law, grandparent, grandparent-in-law, step-relations, and any other member of the employee's immediate household.

Employees within the same immediate family may not be in either a direct or indirect supervisor/subordinate relationship or other decision-making direct line of authority, particularly in matters related to hiring, review, and promotion. AAA4 will take reasonable action to ensure that such relationships are not continued so as to avoid the perception of or actual conflicts of interest or favoritism.

Should a familial work relationship create an impediment to the effective and credible delivery of Agency services, the Executive Director will intervene and impose a solution to the problem, which may include, but is not limited to, reassignment, relocation, or release from employment of one or more family members.

3.8 Personal Relationships

While AAA4 does not wish to intrude into the private lives of its employees, it must hold as a priority its commitment to provide equal opportunity and with that the need to limit potential for conflicts of interest, appearance of favoritism, and risk of claims of sexual harassment when employees develop close personal relationships. In this context, a personal relationship is defined as a relationship of a romantic or intimate or deeply emotional nature or of a character that could result in an allegation of conflict of interest or inappropriate behavior.

AAA4 strives to ensure productivity in a work environment that is collegial and respectful and where all employees are treated equitably regardless of pre-existing or concurrent personal relationships. Personal relationships are not unexpected when colleagues work together closely over time. They must, however, be managed to minimize any negative impacts at the workplace, including disruption to reasonable expectations for comfortable and candid lines of communication between coworkers.

In order to guard against relationships where there is an inherently unequal position between the parties – including supervision, direction, or influence - supervisors and managers are prohibited from intimate associations with subordinates. Other employees who develop a personal relationship are obligated to disclose the existence of the relationship to their manager(s) to avoid any conflict of interest or disruption of the reasonable expectations for comfortable and candid lines of communication between coworkers.

AAA4 reserves the right to take prompt action if an actual or potential conflict of interest arises because of a personal relationship between employees, even if there is no line of authority or reporting involved. Such action may include reassignment, opportunity for resignation of one of the parties, or release from employment depending upon the impact of the parties' behavior on the productivity and/or reputation of AAA4.

Section 4: EMPLOYEE CONDUCT

AAA4 expects its employees to be its ambassadors in the community and, as such, relies on them to advance the mission of the Agency to the best of their abilities.

4.1 Expectations

AAA4 staff are expected to show commitment to the Agency, the community and to the types of services offered by the Agency. Dependability, honesty, compassion for others, and an interest in self-improvement are important employee attributes. AAA4 strives to be an agency that welcomes and supports people of all backgrounds and identities, staffed by employees who are welcoming, considerate, and respectful.

AAA4 expects employees to show commitment to their fellow employees by being interested in and supportive of all AAA4 programs and initiatives, being helpful to one another, and being willing to resolve problems at the lowest possible level. The work of each employee has an impact on others and on the reputation of the Agency in the community. Each employee depends upon others for his/her/their and the Agency's success. Employees are expected to take into account the consequences of their decisions, especially the effect of those decisions on colleagues and partners.

Employees are expected to honor the privacy of others and to refrain from spreading rumors or gossip or sharing privileged personal information about others. Behaviors that impede the work of others, including unwelcome conversations or making interfering noises or otherwise intruding on the normal background sounds in the work area, are not acceptable.

Employees are expected to use care in the way they express themselves, avoiding words or terms that could be viewed as unprofessional, insensitive, inflammatory, derogatory, or offensive. Respect for social and cultural differences and in the values of the Agency should be demonstrated in the way in which employees communicate with each other and with the public as well as by their actions.

Appropriate employee conduct includes demonstrating respect for others at all times while representing AAA4. This includes respect for the property of others. Each employee is expected to maintain his/her/their workspace in an orderly and clean condition. Likewise, every employee is expected to leave shared workspaces in an orderly and clean condition, replenishing shared supplies when they have been exhausted. Maintaining well-ordered, readily accessible e-files and desk files demonstrates respect for coworkers' needs to access shared information and is expected.

4.2 Conflicts of Interest

A conflict of interest occurs when a person in a position of responsibility within an organization has an outside competing interest and acts in his/her/their own interest rather than in the interest of the organization. Typically conflicts of interest arise over financial gain or other benefit that would not have occurred had the person not taken advantage of his/her/their privileged position within the organization.

The allocation and administration of public funds are subject to federal, state, and local government statutes and regulations. AAA4 is contractually obligated to conform to these requirements as well as institute such additional standards and procedures necessary to fully implement these requirements and assure the maintenance of both the substance and the appearance of objectivity in the operation of programs. Similar considerations are applicable to donated and other charitable funds.

- a) An employee shall disclose to AAA4, through the Executive Director, and as appropriate, through the Conflict of Interest form, all actual or potential employment, appointments, or activities that may possibly constitute a conflict of interest.
- b) An employee shall promptly terminate or decline any employment, appointment or activity determined by the Executive Director to constitute a conflict of interest.
- c) If an employee disagrees with the determination of the Executive Director, the employee may appeal the determination through use of the grievance process. [See Section 16 for additional information.]
- d) If, at any time, an employee engaged in a previously approved employment, appointment, or activity becomes aware of any changes in the circumstances and/or conditions which justified AAA4's original approval of the activity, or any condition or circumstance that may constitute a conflict of interest, the employee shall promptly notify the Executive Director. The Executive Director will then review the situation to determine the appropriateness of the employee's continued involvement.
- e) An AAA4 employee in a position to influence recommendations of the Advisory Council or decisions of the Governing Board or to recommend purchases or the acquisition of services shall, by AAA4 policy, not accept gifts of a value exceeding fifty dollars (\$50).
- f) An AAA4 employee in a position to influence under Section 4.2 e) is required to complete the California Form 700 – Statement of Economic Interests upon hire, annually thereafter, and upon separation.

Positions required to complete the California Form 700 shall submit their completed form to the Executive Director not later than March 1st (for elected/appointed members) or April 1st (for non-elected/staff members) of each year. The Executive Director, in accordance with State law, shall maintain them at the Agency and provide them upon request to the Fair Political Practices Committee (FPPC).

Positions required to complete the California Form 700 are as follows:

- Members of the Governing Board
- Members of the Advisory Council

Members must complete the California Form 700 upon appointment and upon expiration of the appointee's term of service

And the following employees -

- Executive Director
- Assistant Director
- Fiscal Administrator
- Controller
- Assistant Controller
- Human Resources ~~Manager~~ Administrator
- Information Technology ~~Manager~~ Administrator
- Program Administrator
- Operations Administrator
- Contracts and Grants Specialist
- Ombudsman Program Manager
- Program Manager/Developer
- Regional Services Specialist
- Operations Specialist

Any person serving with the responsibilities of any of the above position titles on an interim basis must also complete the California Form 700 if those responsibilities include fiscal or operational oversight reasonably constituting potential conflict of interest.

- g) Any outside interests or activities that prevent full and effective job performance, or which may jeopardize AAA4's reputation or damage the employee's credibility, may not be permitted.
- h) Failure of an employee to strictly adhere to the provisions of this section shall subject the employee to disciplinary action/s.
- i) As mandated by State law, this Conflict of Interest statement shall be subject to review, and amendment if needed, by the Governing Board every two (2) years in even numbered years.

4.3 Confidentiality

Maintaining the highest standards of confidentiality of both Agency, client and employee personal information is integral to the reputation and success of AAA4. Nonpublic information entrusted to AAA4 must be respectfully protected from unnecessary dissemination and provided only on a need-to-know basis as determined by the Executive Director. Personal information gained solely through an employment relationship with the Agency should be treated as confidential information unless otherwise indicated.

Failure to respect and maintain confidentiality may result in disciplinary action. [See Appendix B for additional information.]

4.4 Health Insurance Portability and Accountability Act (HIPAA)

Some of the work undertaken by AAA4 requires access to personal health information (PHI), which includes individually identifiable health information and individual medical records, and electronic records of PHI, known as ePHI. Employees of AAA4 shall be trained on HIPAA and shall be held strictly accountable complying with the HIPAA regulations regarding the security and privacy of PHI and ePHI. Failure to comply with HIPAA regulations can result in disciplinary action, including release from employment.

4.5 Attendance

An employee is required to report for work at the AAA4 office worksite as scheduled unless prior arrangements have been made to be absent or to work an alternate schedule. Similarly, a non-exempt employee who works at an alternate, assigned location is required to remain at that location for the duration of the workday, excepting during scheduled breaks, unless otherwise authorized. While granted significant latitude regarding accomplishing assigned duties, exempt employees are nonetheless expected to keep the Agency apprised of their anticipated work arrangements.

An employee is required to notify his/her/their supervisor or other person of management authority if the employee will be unable to report for duty as scheduled or to complete scheduled workday/assignment or to remain where assigned. Such notification shall be made either by telephone or, if unable to call, by email or text message, with a contact telephone number being provided should the Agency require any further clarification of the extent/duration of the absence.

4.6 Attire

Employees are expected to dress in a manner that projects, at a minimum, a “business casual” appearance. Casual, relaxed clothing that strikes a balance between comfort and the need to present a professional appearance is acceptable.

Clothing with potentially offensive or inflammatory words or graphics is not acceptable. An employee who reports to work unacceptably attired as determined by a supervisor or manager will be determined to be not “fit for duty” and will not be allowed to work until suitably attired. The employee will be in unpaid status until a supervisor or manager determines he/she/they fit for duty.

The Executive Director may designate certain days as “dress down” days or Casual Fridays. While the attire on those days may be more relaxed, the expectation is that the attire, though informal, will be appropriate for the workplace and will not interfere with an employee’s ability to effectively perform his/her/their required duties.

The Executive Director also may designate certain days as “dress up” days when meetings of the Governing Board or Advisory Council or with other special guests are being held on site. On those occasions staff are expected to present in “best business casual” attire and wear identifying name badges.

4.7 Communication Devices and Internet Use

Employees are expected to limit personal calls, emails, text messages, and Internet use while at work. It is understood that during the workday some personal exchanges may be conducted with family members, physicians, attorneys, or others but every effort should be made to limit the occurrence of personal communications to designated break times. Agency-provided communication devices and equipment should be used solely for Agency business except in cases of emergency.

Due to the sensitive and oftentimes confidential or privileged nature of information shared on various Agency media, employees are expected to become familiar with and are required to comply fully with the Agency’s Acceptable Use Procedures. [See Appendix B for detailed additional information.]

4.8 Media Inquiries

Calls/inquiries from the media should be forwarded to the Executive Director. The Executive Director will refer media calls/inquiries to the appropriate staff person. Other than for ongoing public awareness campaigns or routine program announcements, AAA4 staff wishing to issue press releases or having or seeking to establish media-related contacts must consult with the Executive Director before proceeding.

As sensitive and/or privileged information held by AAA4, employees are required to comply fully with the Agency’s Acceptable Use Procedures. [See Appendix B for detailed additional information.]

4.9 Solicitation/Distribution

Employees are prohibited from soliciting for personal ventures, collecting for charities, or distributing personal, religious, or political materials during work hours. Should the Executive Director determine that such solicitation or similar activity promotes and is in the interest of the Agency, this prohibition may be lifted, and workplace participation may be permitted. Nothing in this section should be taken to discourage the common practice of voluntary lunchroom sales of fundraising items for youth or community groups (i.e., Girl Scout cookie sales, YMCA popcorn sales, etc.)

Section 5: WORKPLACE SAFETY

5.1 Work Environment

AAA4 is committed to providing its employees with a safe and healthy work environment. To do so requires the involvement of all staff in constantly practicing safe work habits and in maintaining work areas in a safe and healthy condition. Any “near” accident or potentially unsafe condition should be reported immediately to the designated Safety Officer or a supervisor who can act to eliminate unhealthy or unsafe conditions or practices. Any receipt of or posting of messages advocating violence should be treated as a threat of violence.

Any threat of violence, real, implied, or inferred, must be reported to a supervisor or manager immediately. [See Appendix E for additional information.]

5.2 Reporting Accidents

Any work-related injury or illness must be reported to a supervisor or person of management authority immediately. Minor cuts and bruises will be attended to by first aid. Where an injury is more serious appropriate medical intervention will be initiated. Reporting such injury or illness will protect the employee’s right to potential compensation and care under the Worker’s Compensation claiming process. [See Appendix C for additional information.]

5.3 Drug-Free Workplace

AAA4 is governed by prevailing Federal, rather than State, drug enforcement laws and regulations. As such, the provisions of AB 2188 which became effective January 1, 2024, prohibiting employers from discriminating against an employee or applicant for off-duty, off-site cannabis use do not apply to AAA4 employees and applicants.

Employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the Federal Register Vol. 55, No. 102, dated May 25, 1990, covering government-wide implementation of the Drug Free Workplace Act of 1988 (Public Law 100-6900). For the purposes of this policy, employees are also prohibited from reporting to

work under the influence of a controlled substance. AAA4 shall, from time to time, inform employees about any available drug counseling, rehabilitation, and/or employee assistance plans.

Within thirty (30) calendar days of receiving notice with respect to any employee who is found to be in violation of the Drug Free Workplace Act of 1988 as amended:

- a) AAA4 will take appropriate personnel action against such employee, up to and including release from employment; or
- b) Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- c) An employee must notify AAA4 in writing of his/her/their conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

5.4 Substance Abuse

AAA4 expects an employee to report physically and mentally fit to work at his/her/their assigned positions. No employee will be allowed to work if the employee presents as impaired due to alcohol or drug use, including legally prescribed drugs or over-the-counter medications. AAA4 is prepared to help and support any employee who requests assistance with an alcohol or drug-related problem. [See Appendix D for additional information.]

5.5 Smoke-Free/Tobacco-Free Workplace

Smoking, vaping, and use of chew/dip are prohibited inside the office premises, including the restrooms, and inside Agency-owned/leased vehicles. Smoking, vaping, and/or chewing/dipping during Agency-related meetings located outside the Agency also are prohibited.

5.6 Fragrances in the Workplace

Employees are encouraged to keep use of personal fragrances to a minimum in order to maintain a healthy work environment, respecting that co-workers, clients, and visitors may have chemical sensitivities.

5.7 Weapons-Free Workplace

The possession of firearms (loaded or unloaded) or weapons on Agency premises or at Agency functions, regardless of any lawful “carry” permit, is strictly prohibited. Any employee who brings a firearm or weapon to work, or any employee who knowingly allows a firearm or weapon to be present at the workplace, will be subject to disciplinary action and such action may be reported to the appropriate law enforcement agency. The safety of all employees must be scrupulously maintained.

For purposes of this Section, the definition of “weapon” shall not include common workplace tools that potentially could be used to threaten or harm a person (i.e., kitchen knives, cutlery, hammers, screwdrivers, letter openers). [See Appendix E for additional information.]

5.8 Children in the Workplace

AAA4 recognizes that there will be occasions when employees need, on a short-term basis, to have their child/children or younger family members with them in the workplace. Additionally, there may be Agency events or programs that include young people. To the extent that these situations can be structured to avoid disruptions in the job duties of the employee and co-workers, to reduce property liability, and to help maintain a professional work environment, the Agency will be as supportive as possible.

To that end, if bringing a child or children to work with the employee is unavoidable, the employee must contact his/her/their supervisor as soon as possible to discuss and obtain approval prior to bringing the child to work. Factors the supervisors will consider are as follows: the age of the child, how long the child needs to be present, the work environment, and any possible disruption to productivity for both the employee and co-workers. Employee health and safety considerations dictate that a child with an illness cannot be permitted to come to work with the employee.

A child or children brought to the workplace in unavoidable situations will be the responsibility of the employee and must be accompanied and be under the direct supervision of the employee at all times. Permission to have a child or children at work may be withdrawn should the child or children prove a distraction or become disruptive.

Section 6: CLASSIFICATION PLAN

6.1 Job Description

A written job description shall be maintained for each job classification. At a minimum, the job description shall define the essential functions, duties, and responsibilities of the position; the knowledge, abilities, and other qualifications for filling the position, including education, experience, and licensure requirements; environmental and physical factors; and the salary range applicable to the position as identified in the Salary Schedule.

6.2 Limited Term Positions

Provisions for limited term positions may be created by the Executive Director for special or time-limited activities. Unless otherwise offered, limited term employment shall be established at the minimum hourly rate of the range appropriate for the work required, as determined by the Executive Director.

6.3 Personal Services Contracts

Provisions for personal services contracts may be created by the Executive Director for a specific task requiring specialized skills and for a specified period of time. Such contracts shall define, at a minimum, the scope of work, the reporting relationships, indemnification, the terms of payment, reimbursement of expenses incurred on behalf of the Agency, ownership of the work product, confidentiality of information, and the determination of completion. The contractor is an independent contractor as defined by law and is not an employee of AAA4.

6.4 Trainee Positions

Trainee positions may be utilized in situations where it is determined that the best interests of AAA4 are served by filling a time-sensitive position with either 1) a current employee or an applicant who nearly, but does not fully, meet minimum qualifications for the position but may do so within a brief period of time; 2) an employee or applicant who clearly demonstrates the ability to successfully undertake a program to upgrade skills to fully meet the minimum qualifications for the position; or 3) an employee or applicant who enters a formal training program designed to undertake such upgrading of the skills of the employee or applicant.

- a) Minimum qualifications for the position will not be altered but may be temporarily waived in part to allow for continuous delivery of key services, the uninterrupted flow of essential operations, or the fulfillment of time-limited contracts or commitments.
- b) Trainee positions may be established at a salary below the minimum established for a position on the Salary Schedule. The pay for such positions shall not fall below the minimum wage as established by the State of California Industrial Welfare Commission, and such positions may not extend for more than the equivalent of twelve (12) calendar months.
- c) Upon successful completion of the training program, the trainee shall receive a salary adjustment to bring him/her/them to the minimum salary of the range for that position. A salary increase shall be effective beginning on the first day worked after completion and shall not be retroactive.

6.5 Class Specifications

The Executive Director shall advise the GBPC regarding establishment of a new job classification or the revision of the class specification for an existing position. The GBPC shall review the submission and may make recommendations to the Executive Director for revisions to the new classification.

6.6 Staffing Increases

Increasing staff positions shall be authorized by the Executive Director within the limitations of the budget.

6.7 Promotion and Reclassification

Action for a promotion, promotion in grade or range, or reclassification may be initiated by the employee, their supervisor, or the Executive Director. A pay range defines the minimum and maximum possible compensation for a particular job and the grade defines the incremental opportunities for increases within that range.

- a) A promotion may be more specifically delineated as follows:

Promotion: A promotion occurs when an employee receives an increase in pay, grade, or the addition of more or higher-level responsibilities, this often with a new job title.

Promotion in Grade: A promotion in grade (or step) occurs when the position held by the employee has had added to it substantial, new duties or responsibilities which the employee is now successfully discharging.

Promotion in Range: A promotion in range occurs when an employee is rewarded for consistent successful performance in his/her/their current position by moving to a higher salary range. A promotion in range may or may not involve a revision of job responsibilities.

Reclassification: Reclassification occurs when there are consistent and significant changes in the basic duties and responsibilities of the position to cause the job description to be redefined. Any temporary changes in fundamental responsibilities of the position which extend beyond thirteen (13) pay periods shall be cause for consideration of reclassification. A reclassification may or may not involve an increase in grade or range.

- b) A promotion in grade is made at the discretion of the Executive Director and immediate supervisor.
- c) Promotions, promotions in range, and reclassifications to fill existing vacancies or new position(s) are recommended by the immediate supervisor and, after review, may be approved by the Executive Director.
- d) Promotions and reclassifications at all times shall adhere to the classification plan, the regular requirements of the position and the appropriate applicable qualifications of the employee.

6.8 Staff Volunteers

Much of the work of the Agency is aided by the contributions of time and resources of volunteers. Staff working for the Agency are often interested in participating in fundraising, outreach, and other intermittent or occasional activities as volunteers. As AAA4 is a nonprofit, its employees may volunteer for activities to benefit the Agency under the following conditions:

1. The employee must be freely volunteering without any pressure or coercion, implied or actual, for him/her/them to do so;
2. The volunteer work may not be of the same nature as the employee's regularly required job duties;
3. The work being performed by the volunteer may not be work that would normally be assigned to an Agency employee as part of his/her/their normal job duties or may not displace a regular employee;
4. The volunteer work must be done outside of the employee's normal work hours and may not be done in exchange for regular work hours;
5. The employee may not be compensated for time worked as a volunteer but may be compensated for out-of-pocket expenses in the same manner as any and all other non-staff volunteers; and
6. The nature of the work must be in keeping with typical types of volunteer work.

So long as there is a clear distinction between the employee's regular work and the volunteer work, employees are welcome to volunteer at civic or charitable events held by or for the benefit of the Agency and its activities in the community. Staff volunteers will be required to sign a form attesting to their voluntary participation in each event.

Section 7: COMPENSATION

7.1 Compensation Policy

It is the policy of AAA4 to compensate employees whenever possible with salaries and benefits commensurate with those in similar surrounding communities and the industry (which are public not-for-profit agencies with comparable size budgets) and which recognize individual efforts and contributions to the success of the Agency. This policy applies to all salaried jobs and hourly employees, full-time or part-time, exempt, or non-exempt.

- a) The Governing Board shall authorize and fix the salary, benefits, and working conditions of such staff as is necessary to accomplish the mission of the AAA4.
- b) Determination of the Agency's overarching compensation policy is made by the Governing Board. The administration of that policy and of compensation programs is the responsibility of the Executive Director.
- c) The Governing Board, with the participation of the Executive Director, shall annually review and adopt an official Salary Schedule consisting of salary ranges for each job classification which includes minimum, maximum, and intermediate salary rates.

- d) Human Resources shall maintain updated job descriptions and a corresponding Salary Schedule accessible to employees.
- e) Incumbent employees shall continue their existing salaries except as changes are provided for in the Employee Handbook. Salary minimums for new positions and for other specific conditions shall be established pursuant to the Salary Schedule.

7.2 Terms and Conditions of Employment

All employees, regardless of status, shall receive a written letter of appointment signed by the Executive Director outlining the terms and conditions of employment.

- a) Each employee shall be paid a rate of pay within the salary range for the classification in which the individual is employed.
- b) A new employee will traditionally be hired at the minimum salary within the salary range for that classification. An exception may occur when an employee is hired in a limited term or trainee position (as noted in Sections 6.2 and 6.4).
- c) The Executive Director may appoint at a salary above the minimum on the basis the new employee is pre-eminently qualified by reason of education and/or experience. An employee shall be notified of the salary range for his/her/their position at the time of employment, transfer, or promotion.

7.3 Salary Adjustments

AAA4 has two (2) types of pay increase: step and cost-of-living adjustment (COLA). The Agency may award either or both types of pay increases within the fiscal year. Upon completion of the first year of employment, an employee is eligible for a salary adjustment. The Agency may withhold annual pay increases due to budgetary constraints or other factors.

- a) **Step Increase:** Annually, (within the limitations of the budget) the Executive Director shall establish a range – the minimum and maximum allowable compensation amount - for the award of step increases. Any step increase shall become effective on the first day of the first pay period of the third quarter.
- b) **Step increases are not automatic.** Additionally, at the discretion of the ED, a step increase may be denied to an employee who is on a performance improvement plan because his/her/their performance is not meeting expectations.
- c) **Cost of Living Adjustment (COLA):** A COLA is a percentage increase which (subject to availability of funds) may be given to all employees or to

employees within identified categories in order to adjust the salary range and maintain salaries at a commensurate level with similar positions in like organizations. The actual date of the COLA award for employees is determined by action of the Governing Board upon recommendation of the Executive Director. **If the annual step increase falls on the same date as that of the award of a COLA, any approved annual increment shall be made first and then the COLA will be awarded.**

- d) **Executive Director:** The Governing Board shall establish the salary and benefits structure for the position of Executive Director. Such salary and benefits structure shall be particular to the position of Executive Director and exclusive of any provided to employees other than the Executive Director.
- e) **Salary Maximum:** When an employee has reached the maximum in his/her/their salary range, the employee will be eligible only for cost-of-living adjustments. This status will continue until such time as the maximum for the range is adjusted.

7.4 Salary upon Demotion

If an employee is demoted due to no cause on his/her/their part, the employee's salary upon demotion shall be that salary in the new range which provides compensation equal to or closest to the employee's salary prior to the demotion.

7.5 Salary upon Non-Elective Transfer

If, for operational reasons not related to employee performance, an employee is transferred to a position that would cause a decrease in salary, the Executive Director may adopt a rate which may apply only to the employee so affected.

Section 8: WORKING CONDITIONS

8.1 Orientation

Newly appointed employees shall receive, in a timely fashion, an orientation to employee benefits, physical facilities, program and operating procedures, and the Agency injury and illness prevention program, appropriate to his/her/their particular position. Unless impracticable, a new employee shall receive a copy of the Employee Handbook and a copy of his/her/their job description not later than his/her/their first full day of employment or upon the first practical opportunity.

8.2 Work Week, Work Hours, and Flexible Time

- a) The normal work week is thirty-five (35) hours. For purposes of overtime pay calculations (if applicable) the work week is defined as beginning Saturday at 12:01 a.m. and ending Friday at midnight. Subject to the

availability of funds and work requirements, and if determined by the Executive Director to be necessary to conduct the activities of AAA4 in an effective and efficient manner, employees may request, or may be scheduled to work, up to forty (40) hours per week. Employees shall be paid their regular hourly rate for any such additional hours worked but shall do so only upon explicit approval of the Executive Director.

- b) The normal work hours of office operation are 8:30 a.m. to 4:30 p.m., Monday through Friday. Any variations in these hours of office operation are subject to the prior approval of the Executive Director.
- c) An employee may voluntarily elect to request a work schedule other than that regularly observed by the Agency. AAA4 has made available voluntary flexible work schedule options. These voluntary work schedule options are included in Appendix F. Any such approved flexible work schedule requires the recommendation of the employee's supervisor and is subject to review, re-evaluation, and revision by the Executive Director. An approved flexible work schedule may be terminated and/or revised if it is determined that continuation is inconsistent with the need for an orderly and efficient operation.
- d) The Executive Director may designate a period of office closure (e.g., an extended holiday period) which may be paid or unpaid. If unpaid, employees must utilize accrued vacation time, personal holiday(s), and/or take time off without pay during any period of office closure.

In those circumstances where the closure is due to civil unrest, employee safety concerns, failure of public utilities, and/or "acts of god" or natural disaster that impacts a particular worksite after the commencement of the employees' scheduled workday, employees at the affected worksite will be paid through the end of that scheduled workday. Employees not assigned to that worksite will continue to perform their duties as scheduled.

In the rare event that the Executive Director "closes" the workday, paying employees who are unable to work through the end of the day, those employees who were able to continue working after the closure will be paid for the workday as other employees who did not work AND will be credited with Compensating Time Earned (CTE) for the hours worked after the closure. CTE is paid at straight time and may be taken at the employee's request.

Should the closure last for more than the balance of a workday, employees working a hybrid schedule will be expected to report to their alternate worksite if it is not also affected by closure or may take accrued leave as compensation for the closure time. For example, an employee who cannot work from home due to a protracted power outage will be expected to go to

the Agency office to complete the workday so long as it is safe to do so or to take leave time until he/she/they can return to work.

- e) During a temporary period of emergency, the Executive Director is authorized to close the office and **may allow paid time off** for employees. An emergency is defined as a situation which prevents employees from proceeding with normal operations, such as fire, flood, earthquake, or other natural disaster. An emergency situation which lasts more than two (2) calendar days may require a reduction in hours or a reduction in staff and shall require notice by the Executive Director to the Executive Committee of the Governing Board.

8.3 Compensatory Time Off/Overtime/Temporary Schedules

a) **Non-exempt Employees**

- 1) **Compensatory Time Off (CTO):** Non-exempt employees of AAA4 are NOT eligible to earn Compensatory Time Off, voluntarily or involuntarily, but must be paid overtime under the circumstances noted in 8.3 a) 2). [See CA Labor Code 204.3]
- 2) **Overtime (OT):** Any approved work in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at the rate of time and one-half (1½) with the exception that an employee who has entered into an agreed-upon alternate work schedule shall be paid overtime only for approved work in excess of ten (10) hours per day or forty (40) hours per week.

The employee's supervisor and the Executive Director must issue prior authorization for any additional work hours for which overtime pay is to be claimed or, in case of emergency, shall approve OT as appropriate.

- 3) **Temporary Schedule Change:** AAA4 allows a Temporary Schedule Change when a non-exempt employee needs time off to tend to personal obligations. Subject to supervisory approval, an employee may adjust his/her/their schedule to take time off and then make up the time later in the same workweek or may work extra hours earlier in the workweek to make up for the time that will be taken off later in the workweek.

An employee seeking a Temporary Schedule Change may work no more than eight (8) hours in one (1) day or if on an alternative schedule no more than ten (10) hours in one (1) day and no more than forty (40) hours in a work week to make up the time off. Time

worked during a Temporary Schedule Change may not be scheduled so as to trigger overtime.

~~4) A non-exempt employee whose employment is terminated for any reason shall be entitled to cash compensation for accrued CTO.~~

4) **Unplanned Closures**

In the event of a closure due to civil unrest, employee safety concerns, failure of public utilities, and/or “acts of god” or natural disasters, the following apply:

a. If telecommuting and unable to work from home, non-exempt employees will be expected to work from the Agency offices.

b. If the Agency offices are closed, non-exempt employees will be expected to work from home or another appropriately secure location.

c. Non-exempt employees will only be paid for time worked and may elect to take accrued leave as compensation for the closure time.

b) **Exempt Employees**

1) Exempt employees are paid not by the hour but according to the time taken to accomplish job assignments or tasks. Exempt employees may have to work hours beyond their normal schedules according to work demands. Neither CTO nor OT is earned by exempt employees.

2) **Paid Administrative Leave (AL):** Following thirteen (13) pay periods of employment, an exempt employee shall be entitled to twenty-one (21) hours of Paid Administrative Leave (AL) (pro-rated for part-time exempt employees) which can be used for personal needs during a fiscal year. It is the intention of AL to compensate exempt employees for evening, weekend and other unusual hours required to accomplish job assignments.

3) Should an exempt employee be eligible to receive AL mid-year, it shall be pro-rated to reflect a partial year’s benefit calculated from his/her/their eligibility date through the end of the fiscal year. Thereafter the employee will receive his/her/their annual allocation on the first pay period of the new fiscal year.

4) Should a non-exempt employee assume an exempt position, AL shall be pro-rated to reflect a partial year’s benefit calculated from

the first full pay period of exempt status (following thirteen (13) pay periods of employment).

- 5) AL may not be carried over from one fiscal year to another unless authorized by the Executive Director. Employees are encouraged to schedule AL throughout the year to avoid loss of accrued time. AL requested within thirty (30) calendar days of the year end may be rejected due to operational considerations.
- 6) An employee whose employment is terminated for any reason shall not be entitled to cash compensation for unused AL

8.4 Lunch Period

An unpaid Lunch Period of at least thirty (30) uninterrupted minutes is required for non-exempt employees working five (5) or more hours per day, unless six (6) hours of work will complete the day's work and the employee voluntarily elects to forgo the Lunch Period. **Employees may not "skip" or work through a lunch period.**

The Lunch Period is expected to be scheduled at approximately mid-shift. Employees are encouraged to leave their primary work area during the Lunch Period to deter work-related interruptions.

Exempt employees are not provided a scheduled Lunch Period.

8.5 Rest Period

A Rest Period is uninterrupted, paid time scheduled for employees which is normally used for personal phone calls, consuming refreshments, or other personal needs. A Rest Period of ten (10) consecutive minutes is provided for each four (4) hours worked and should be taken approximately in the middle of that time. Rest periods are paid as time worked.

A Rest Period may not be waived either by the employee or the Agency. A Rest Period may not be combined with the lunch break, nor may it be used to accommodate arriving late or leaving early on any workday.

Exempt employees are not provided a scheduled Rest Period.

8.6 Lactation Breaks (PUMP Act)

Upon advance verbal or written request to a supervisor from the employee, AAA4 will provide a reasonable amount of break time to accommodate **each time a female employee needs to express breast milk for the employee's infant child at work for one year after the child's birth.** The break time should, if possible, be taken concurrently with other break periods already provided. Additional lactation breaks or lactation breaks taken outside of scheduled/paid breaks must be allowed but are unpaid. **AAA4 and the employee will set a schedule for lactation breaks with**

the understanding that the schedule may need to be adjusted as the nursing employee's need to express milk changes.

AAA4 will make a reasonable effort to provide the employee with the use of a room, excluding a restroom, or other location in close proximity to the employee's work area for the employee to express milk in private. AAA4 will provide the employee access to a nearby refrigeration unit for the storage of expressed milk.

In accordance with applicable law, AAA4 must respond to the request for lactation breaks. AAA4 reserves the right to deny an employee's request for an additional lactation break if the additional break time will seriously disrupt operations.

An employee who believes AAA4 is unreasonably denying her/them access to lactation breaks in accordance with State law may file a complaint with the Labor Commissioner.

8.7 Pay Periods

Both non-exempt and exempt employees will be paid every two (2) weeks for hours worked during the pay period. The pay period is two (2) weeks, each commencing on Saturday and ending on Friday. The pay date for days/hours worked during the prior pay period shall be on the Friday one (1) week following the end of the pay period. Payment is by Electronic Funds Transfer (EFT).

When a pay date falls on a holiday when the Agency and banks are closed, the pay date will be the day preceding the holiday. When a pay date falls on a holiday when the Agency is closed but the banks remain open, the pay date remains one (1) week following the end of the pay period.

8.8 Supervisory Responsibilities

Supervisory responsibilities are considered to be a regular job assignment for any employee if so stated in the job description for the position. Supervision is defined as regular supervision which includes personnel responsibilities such as, but not limited to, approval of sick leave, vacation, verification of time sheets, completion of periodic reviews, and authority to recommend disciplinary action.

8.9 Temporary Supervisory Responsibilities

An employee may be temporarily assigned to perform the supervisory responsibilities of other staff as defined above. This increase in responsibility may or may not be accompanied by an increase in salary during the duration of the supervisory assignment depending, in part, upon the level of responsibility normally assigned to the affected employee.

Section 9: INITIAL TRAINING PERIODS

9.1 Structure

All non-exempt staff shall be employed on a six (6) month initial training basis. The Initial Training Period for all other employees shall be one (1) year. Except where stated, these staff will be entitled to the same benefits as regular staff.

The initial training period is considered as time actually worked, not simply calendar time. Any diminishment in the hours being worked by the employee or any leave of absence during the initial training period shall equally extend the time to completion of training.

- a) An employee whose service is satisfactory in the Initial Training Period becomes a Regular employee subject to continuous satisfactory service, availability of funds, and continuing existence of the position.
- b) During the Initial Training Period, an employee whose performance is unsatisfactory may be separated without right of appeal or grievance.
- c) The Initial Training Period, at the discretion of the Executive Director, may be extended up to an additional three (3) months for non-exempt staff.

Nothing in this Section shall be construed as either an expressed or implied contract for employment.

9.2 Waiver of Initial Training Period

- a) The Executive Director may waive a portion or all of the Initial Training Period in the case of any Limited Term or Part-time employee or Intern who has served in a comparable position at AAA4.
- b) An employee who has worked for AAA4 as part of a training program for a period exceeding the normal Initial Training Period time may have that time credited toward his/her/their Initial Training Period in a similar job classification and assignment. Any such credit shall be determined by the Executive Director upon the positive recommendation of the employee's former supervisor and if such a waiver of additional initial training requirements is in the best interest of AAA4.

Similarly, unless waived by the Executive Director, an Initial Training Period shall be required if the new position is in a higher classification or entails duties significantly different from those previously performed.

9.3 Initial Training Period upon Promotion

- a) An employee who is promoted to another position may be required to serve an Initial Training Period in that new position; however, benefits being paid at the time of any such promotion shall continue without disruption.
- b) Up to fifty percent (50%) of the required Initial Training Period may be credited against satisfactory work performance occurring within the year immediately prior to the employee's assignment to a new position.

Section 10: PERFORMANCE MANAGEMENT

10.1 Performance Management

AAA4 is committed to the career advancement and skills enhancement of its employees, believing that a more robust and enthusiastic workforce is the inevitable result of that commitment. AAA4 will maintain a program of performance management that includes a structured discussion at least annually between the supervisor and the employee using a feed forward rather than feedback approach. The FeedFORWARD approach is supported by coaching and ongoing training for the continued professional development of all AAA4 employees. [See Appendix G for additional information about FeedFORWARD.]

10.2 Purpose

The FeedFORWARD discussion is intended both as a reflection on the prior work period and as an action planning session for the upcoming work period. As such it is designed to accomplish the following:

1. To jointly determine whether or not the employee feels sufficiently able through training and support to meet the responsibilities of the position;
2. To identify strengths and potential areas for enhancement of the employee's performance;
3. To aid in developing plans for knowledge and skills improvement and/or enhancement;
4. To provide an opportunity for the employee to identify career goals and receive mentoring to assist in reaching desired goals.

10.3 Content

The FeedFORWARD Questionnaire was developed after soliciting input from staff and Leadership about the questions they would like to ask or be asked during a discussion of their performance. In advance of the FeedFORWARD discussion the supervisor and the employee shall each select **three to five** (3-5) questions from the FeedFORWARD Questionnaire to bring to the discussion, which should last no longer than **one** (1) hour. The questions are to serve as prompts and are not intended to confine the FeedFORWARD discussion solely to the questions, but

rather are to encourage a candid conversation focused on the supervisor's and employee's future plans.

The FeedFORWARD Action Items document will be used to confirm actions planned and committed to by both the supervisor and the employee to achieve the ambitions identified during the FeedFORWARD discussion.

10.4 Schedule

- a) The FeedFORWARD discussion shall be scheduled at least once annually by the supervisor, the Executive Director, or at the request of the employee and shall be documented using the FeedFORWARD Questionnaire and Action Planning document.
- b) More frequent FeedFORWARD discussions may be added at the discretion of the supervisor or at the request of the employee.
- c) The work performance of the Executive Director shall be evaluated by the Governing Board chairperson and reviewed by the Executive Committee of the Governing Board not less than once in each twelve (12) month period.

10.5 Personnel File

- a) The written results of all FeedFORWARD discussions become a permanent part of the employee's personnel record. All FeedFORWARD documentation will be treated with utmost confidence and available only to the employee, the supervisor, and those with a need to know, as determined by the Executive Director.
- b) In accordance with California Labor Code, an employee, upon written request, may have access to his/her/their personnel file. Such access must be provided within thirty (30) calendar days with the following stipulations:
 - The employee may inspect the personnel file at a reasonable time during his/her/their break or during non-work hours.
 - Such access shall be scheduled so that a staff member designated by the Executive Director can be present during the inspection.
 - The employee may copy portions of his/her/their personnel file at the employee's expense.
 - The Agency has the right to redact the names of any non-managerial employees from any documents sought relating to performance or to a grievance procedure.

Performance Management does not constitute a contract of employment and does not represent any expressed or implied promise or guarantee with regard to the duration or terms of employment.

Section 11: BENEFITS

11.1 Pro rata Benefits

AAA4 prorates the cost of benefits for each Regular employee based on the regularly scheduled work hours per week; thirty-five (35) hours per week is paid at one hundred percent (100%).

11.2 Health Benefit Options

- a) **Standard Health Benefit:** An employee may elect to accept AAA4's offered medical and hospitalization coverage plan. The plan covers the employee and, if elected, his/her/their dependents as defined by the plan. Coverage by the plan becomes effective on the first of the month following thirty (30) calendar days employment. [See Appendix H for further information.]
- b) **Alternative Health Benefit (AHB):** (Note: The AHB benefit is not offered to employees hired after December 31, 2022.)

For employees hired before December 31, 2022:

Employees declining the health benefit may elect to have a supplemental amount paid to them in lieu of the health benefit, pro-rated according to the employee's scheduled work hours. Employees become eligible for the Health Benefit Alternative on the first of the month following thirty (30) calendar days of employment. An employee choosing not to enroll in AAA4's group medical-hospital coverage must present evidence of similar health insurance coverage, which may include Medicare coverage. Eligibility and provisions of this program are found in Appendix H.

11.3 COBRA

Upon termination of medical coverage, an employee and any covered dependents will have the opportunity to continue medical and/or dental and vision benefits for a period of up to thirty-six (36) months under the provision of the Consolidated Omnibus Budget Reconciliation Act (COBRA) and Cal-COBRA. Group medical and/or dental and vision coverage for the employee and/or his/her/their covered dependents would otherwise end due to any of the following:

- Death of the employee;
- Termination of the employee's employment, for a reason other than gross misconduct;

- Change in the employee’s employment status due to a reduction in hours;
- A covered child ceases to be a “dependent child” under the terms of the medical and/or dental and vision plan;
- The employee becomes divorced or legally separated; or
- The employee becomes entitled to and elects to enroll solely in Medicare.

In the event of divorce, legal separation, or a child’s loss of dependent status, the employee or a family member must notify the plan administrator within sixty (60) calendar days of the occurrence of the COBRA-qualifying event. Human Resources will also assist in the COBRA and Cal-COBRA application process. Federal COBRA and Cal-COBRA coverage may have different eligibility requirements and may coincide with or augment each other so specific benefits should be reviewed with Human Resources. Additionally, COBRA coverage benefits may be amended during extended declared Federal or State emergencies.

The plan administrator will notify the individuals eligible for continuation coverage of their right to elect COBRA and Cal-COBRA continuation coverage.

11.4 Section 125 Plan

The Section 125 plan is a benefit plan offered by AAA4 that allows the employee to make contributions toward premiums for medical insurance, dental insurance, vision care insurance, and out-of-pocket medical expenses, or dependent care expenses on a “before tax”, rather than an “after tax” basis. Employee premium contributions and qualified expenses are deducted from the employee’s gross pay before income taxes and social security are calculated. The employee must complete an election form and return it to Human Resources in order to participate in the Section 125 plan.

With the exception of family status changes or a loss of medical coverage that would qualify the employee for special enrollment action, changes to the selected pretax contributions may only be made during the open enrollment period as announced by Human Resources. Family status changes include marriage, divorce, death of a spouse or child, birth or adoption of a child, or discharge of employment of the employee’s spouse. A change in election due to a change in family status is effective the pay period following the submission of the required documentation to Human Resources. [See Appendix H for more information.]

11.5 Retirement Savings Plan

The Governing Board has established a Retirement Savings Program for AAA4 employees. [See Appendix I for more information]

11.6 Social Security

Each employee is responsible for paying all or a portion of the required contributions into the Social Security and Medicare programs. Deduction of the employee contribution occurs at each pay period. In addition, AAA4 pays the amount prescribed by law into the employee's Social Security and Medicare accounts as an employer-paid benefit.

11.7 Workers' Compensation Insurance

- a) Workers' Compensation Insurance (Workers' Comp) is a mandatory liability insurance required of all employers by State law (CA Labor Code Section 3700). Workers' Comp is designed to provide certain benefits to an employee injured while on duty.

Workers' Comp benefits are designed to provide an employee with the medical treatment the employee may need to recover from a work-related injury or illness, to partially replace the wages lost while the employee is recovering, and to help the employee to return to work. Workers' Comp benefits do not include damages for pain and suffering or punitive damages.

- b) Workers' Comp premiums are paid by AAA4.
- c) An employee choosing to use his/her/their own physician for a work-related injury must make that election in advance of any injury by completing the required form available through Human Resources/Payroll.
- d) An employee is required to report any work-related illness or accident that requires more than first aid within twenty-four (24) hours of its occurrence, except in exceptional circumstances. The report should be made to the supervisor or Human Resources, who will provide the affected employee with a guide to Workers' Compensation Insurance benefits.

11.8 State Disability Insurance (SDI)

- a) The California State Disability Insurance Program (SDI) provides short-term Disability Insurance (DI) and Paid Family Leave (PFL) wage replacement benefits to eligible workers who need time off work.
- b) An employee may be eligible for disability benefits if he/she/they is/are unable to work due to non-work-related illness or injury, pregnancy, or childbirth. An employee may be eligible for PFL to care for a seriously ill family member or to bond with a new child.
- c) All employees pay into the State Disability Program (SDI). Deduction of the appropriate employee contribution occurs at each pay period.

- d) A new employee shall be provided with a brochure which explains SDI rights and benefits.

11.9 Unemployment Insurance (UI)

- a) Unemployment Insurance (UI) is a federal-state program created to provide partial wage replacement to unemployed workers while they conduct an active search for new work. Unemployment Insurance is based on federal law but administered through state law.
- b) AAA4 pays all premiums for UI and regularly reports each employee's wages to the Employment Development Department (EDD). The employee's wages are used to calculate the amount of any unemployment benefits that will be paid. Certain EDD eligibility tests must be met to qualify for payment.
- c) If a reduction in work force is necessary, efforts shall be made to assist the employee(s) in securing alternative employment.

11.10 Holiday

- a) Holiday is defined as employer-designated time off with pay. Full-time employees receive holiday pay prorated at seven (7) hours per holiday. Part-time employees receive pro rata time off for the holiday based upon their regularly scheduled hours as reflected on their Personnel Action Form (PAF).
- b) Should a holiday fall on the employee's flex day, the employee has the option, with the prior approval of his/her/their supervisor, of observing his/her/their holiday time on a scheduled workday within the same, immediate previous or following pay period unless another alternative holiday time is authorized in advance by the supervisor with the approval of the Executive Director for extenuating circumstances.
- c) If the holiday falls on a non-scheduled workday, a Part-time employee has the option, with the approval of his/her/their supervisor, of observing his/her/their holiday time on a scheduled workday within the same, immediate previous or following pay period unless another alternative prorated holiday time is authorized in advance by the supervisor with the approval of the Executive Director for extenuating circumstances
- d) The following paid holidays will be observed:
 - 1. New Year's Day
 - 2. Martin Luther King Day

3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans' Day
8. Thanksgiving Day
9. Friday following Thanksgiving Day
10. Christmas Eve Day
11. Christmas Day
12. Winter Holiday *
13. Winter Holiday *
14. Winter Holiday *

** Note: The three (3) Winter Holiday days are determined by the Executive Director)*

- e) If a holiday falls on a Saturday, the day off shall be observed on the preceding Friday; if a holiday falls on a Sunday, the day off shall be observed on the following Monday. Changes in scheduling equivalent holidays off may be made at the discretion of the Executive Director.
- f) Any employee required to work on a holiday shall be eligible for equivalent time off either before or after the holiday as mutually agreed upon by employee and the Executive Director.
- g) With their manager's prior approval an employee may work on a designated holiday and take that holiday time on an alternate date. The alternative holiday date must be taken within six (6) weeks of the designated holiday in the window which includes the pay period before the holiday, the pay period in which the holiday occurs, or the pay period after the pay period in which the holiday occurs. Such an arrangement must be noted on the employee's timesheet that includes the designated holiday date.
- h) Temporary employees do not receive holiday pay. Every effort shall be made to create a schedule prior to and after the holiday that allows temporary employees to work additional hours on regular workdays to make up for the work time lost during the holiday so long as no overtime is accrued by working beyond the normally scheduled work hours.

11.11 Vacation

- a) Vacation is accrued for a seventy (70) hour pay period based on the following schedule for each employee:

Trigger

Accrual amount

0 through the end of year 4	4.04 hours per pay period (approximately 3 weeks)
Year 5 through the end of year 9	4.71 hours per pay period (approximately 3.5 weeks)
Year 10 through the end of year 14	5.38 hours per pay period (approximately 4 weeks)
Year 15 through the end of year 19	6.06 hours per pay period (approximately 4.5 weeks)
Year 20 and on	6.73 hours per pay period (approximately 5 weeks)

Note: End of year is defined as the pay period encompassing the last day of the calendar year.

An employee who is in paid status fewer than seventy (70) hours in a pay period shall have his/her/their vacation accrual proportionally prorated based upon his/her/their regularly scheduled hours as reflected on his/her/their Personnel Action Form (PAF).

- b) Vacation is earned during the Initial Training Period
- c) No additional vacation will accrue for those employees who have been granted a temporary work week (not to exceed thirteen (13) pay periods in excess of thirty-five (35) hours.
- e) A request for vacation of less than one (1) of the employee's regularly scheduled work weeks shall be made with and approved by the employee's supervisor. A vacation request for one (1) regularly scheduled work week or more must be approved by both the employee's Supervisor and the Executive Director.

A vacation request must be made in advance by email (or other designated online process as applicable) and must be approved and confirmed in advance by the Supervisor or, in the case of a request for one (1) regularly scheduled work week or more, by the Supervisor and the Executive Director. In emergency or unique circumstances, the Executive Director may authorize the use of vacation leave after its use.

- e) An employee may accumulate no more than three hundred and fifteen (315) hours of vacation. An employee who has accrued three hundred and fifteen (315) hours of vacation ceases to earn vacation time until such time as vacation is used and the balance falls below three hundred and fifteen (315) hours. The Executive Director may waive, on a case-by-case basis, the three hundred and fifteen (315) hours vacation accrual cap when workload prevents vacation time-off or for other unique circumstances.

- f) Upon separation, an employee will be reimbursed for any unused vacation at his/her/their current salary rate, up to a maximum of three hundred and fifteen (315) hours (prorated for Part-time employees). Compensation will be paid in excess of three hundred and fifteen (315) hours only upon presentation of written documentation showing the employee was denied a vacation request by AAA4 and/or was granted a waiver which resulted in an accrual in excess of three hundred and fifteen (315) hours.
- g) If a paid holiday occurs during a scheduled vacation period, the day shall be accounted for as a holiday, not as vacation.
- h) In the event an employee becomes seriously ill or injured during an approved vacation period, the employee may request, in writing, that sick leave be substituted for a previously approved vacation. Prior to the approval of such request, the Supervisor may require submission by the employee of medical documentation justifying the request for substitution.

11.12 Longevity (Note: The longevity benefit is not offered to employees hired after July 1, 2019.)

For employees hired before July 1, 2019:

Upon completion of five (5) years of full employment, and every year of full employment thereafter, employees shall have earned a longevity payment based on a percentage of their annual salary, as follows:

5 through 9 years	1.5% of annual salary
10 through 14 years	2.0% of annual salary
15 years	2.5% of annual salary
16 through 19 years	3.0% of annual salary
20+ years	4.0% of annual salary
30+ years	5.0% of annual salary

Longevity payments will be paid on a pro-rata basis over twenty-six (26) pay periods beginning with the pay period in which they are due.

11.13 Long-Term Disability Insurance (LTD)

AAA4 provides regular employees who work more than seventeen and one-half (17 1/2) hours a week an employer-paid disability insurance plan for long-term disabling conditions not covered by SDI.

- a) LTD insurance coverage is calculated at 66 2/3% of the first \$ 7,500 of pre-disability monthly earnings (66.2/3% of \$90,000 annually).
- b) LTD coverage is defined as a "core benefit" not subject to an election as an alternative benefit.

11.14 Dental Insurance

Dental coverage is available to all employees of AAA4, subject to the insurance carrier's eligibility requirements, if any.

- a) The Dental Insurance premium is paid by AAA4.
- b) For a Full-time employee, AAA4 contributes the single subscription premium at the contracted dental plan. The employer-paid portion of the single subscription rate will be prorated for an employee working less than full-time. Any premium amount in excess of the amount contributed by AAA4 shall be the employee's sole responsibility. Such employer contributions may be modified according to the availability of funding.
- c) An employee may enroll dependents, subject to the insurance carrier's eligibility requirements, if any. Any premium due for dependent coverage shall be the employee's sole responsibility.
- d) All employee and dependent premiums shall be made by payroll deduction.
- e) Dental coverage shall be defined as a "core benefit" not subject to an election as an alternative benefit.

11.15 Vision Care Plan

Eligible full-time and part-time Regular employees may enroll in the Vision Care Plan. Benefits become effective on the first of the month following thirty (30) calendar days of employment.

- a) The Vision Care Plan premium is paid by the employee. AAA4 provides access to, but does not contribute to, the Vision Care Plan. An employee who elects the Vision Care Plan is responsible to pay the full cost of the plan through payroll deduction.
- b) Upon termination of employment an employee may be entitled to continuation or conversion of the Vision Care Plan insurance in accordance with the terms of the policy and/or applicable state and federal law.

Complete Vision Care Plan details and enrollment forms may be obtained from Human Resources.

Section 12: LEAVES

12.1 Paid Sick Leave

- a) An eligible employee who, on or after July 1, 2015, works in California for thirty (30) or more days within a year from the commencement of employment is entitled to paid sick leave as described below.

- b) Immediately upon hire, paid sick leave shall accrue at the rate of 0.04614 per hour in paid status up to seventy (70) hours (3.23 hours per full 70-hour pay period), and be prorated for those employees working less than thirty-five (35) hours per week. Accrued paid sick leave shall carry over to the following year of employment.
- c) Limited Term employees shall accrue paid sick leave at the rate of not less than one (1) hour per every thirty (30) hours worked, beginning at the commencement of employment or July 1, 2015, whichever is later. Accrued paid sick leave shall carry over to the following year of employment.
- d) The rate of pay for accrued sick leave shall be the employee's hourly rate at the time the sick leave is used.
- e) The Executive Director may authorize sick leave in excess of the employee's accrued sick leave in extenuating circumstances. Any sick leave granted in excess of that which has been accrued shall be charged against subsequent accrual in an equivalent amount.
- f) Accrued paid sick leave may be used for:
 - 1) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member.
 - 2) For an employee who is a victim of domestic violence, sexual assault, or stalking: to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his/her/their child; to seek medical attention for injuries caused by domestic violence, sexual assault, or stalking; to obtain services from a domestic violence shelter, program or rape crisis center; to obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or to participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.
 - 3) "Family members" include spouses, registered domestic partners, grandparents, grandchildren, siblings, children, and parents as defined by state law.
- g) If the need to use paid sick leave is foreseeable, the employee must provide the Agency with reasonable advance notification. If the need for paid sick leave is not foreseeable, the employee is required to notify the Agency of his/her/their intent to use paid sick leave as soon as practicable.

- h) An employee may use his/her/their accrued and available sick leave for absences to attend to an illness of a family member on the same terms as the employee is able to use sick leave benefits for the employee's own illness or injury.
- i) An employee on leave for medical disability is not required to exhaust sick leave benefits prior to the receipt of State Disability Benefits. As the law permits, sick leave benefits may be used in conjunction with State Disability benefits in an effort to maintain income at a full salary level during the disability period.
- j) Medical clearance and/or justification may be required of an employee if he/she/they have been absent on sick leave for five (5) or more consecutive workdays, have been absent on sick leave for ten (10) of any fifteen (15) consecutive workdays, or when the circumstances surrounding his/her/their continued absence require clarification.
- k) If a paid holiday occurs during the absence of an employee on sick leave, pay for that day shall be attributed to the holiday as if the employee were not out on sick leave.
- l) Accrued, but unused, sick leave will not be paid out at the end of employment. If an employee is separated and rehired by AAA4 within one (1) year from the date of separation, previously accrued and unused paid sick leave shall be reinstated. The employee shall be entitled to use the previously accrued and unused paid sick leave and will begin to accrue additional paid sick leave upon rehiring subject to the limitations stated above.
- m) Paid sick leave may run concurrently with any other leave, including paid time off, where permitted by state and federal law.
- n) Employees will not be discriminated or retaliated against for taking or requesting leave in accordance with this policy. Exempt employees will receive sick leave in compliance with state and federal wage and hour laws.

12.2 Catastrophic Leave

The purpose of Catastrophic Leave, offered as an employee benefit by the Agency, is to extend paid leave for an employee who is incapacitated and unable to work due to a prolonged non-industrial catastrophic personal illness or injury or due to providing critical care and support for a member of his/her/their household. The intent of the Catastrophic Leave Program is to provide salary continuation to an employee who, while experiencing a period of unexpected medical crisis, has nearly but not completely depleted those leave balances which assure continuation of income and benefits, all other mechanisms having been exhausted.

Once an employee has applied for and been granted additional paid leave through the Catastrophic Leave Program, coworkers, on a voluntary basis, may assist the employee by donating vacation leave hours to compensate for the unanticipated and extended absence due to extreme health issues. [See Appendix J for further explanation.]

12.3 Leaves of Absence

Leaves of Absence *with Pay*

- a) **Bereavement Leave:**
An employee may be allowed up to thirty-five (35) hours (pro-rated for part-time employees) of Bereavement Leave within any calendar year for the death of a member of the immediate family. For purposes of this leave, immediate family shall mean child, spouse, domestic partner, parent, parent-in-law, sibling, grandchild, or grandparent.

- b) **Jury Duty:**
An employee shall receive up to seventy (70) hours (pro-rated for part-time employees) of regular pay while on jury duty. Any per diem payment or jury fee paid in excess of the allowable AAA4 reimbursement for lunch shall be returned to AAA4.

- c) **Voting Leave:**
AAA4 believes that every employee should have the opportunity to vote in any state or federal election, general primary, or special primary. Any employee who does not have sufficient time outside of working hours to vote in a statewide election may request up to two (2) paid hours off in order to vote. AAA4 shall have the right to select the hours that the employee is excused to vote to ensure adequate staffing.

An employee must notify his/her/their supervisor of the need for voting leave as soon as possible. Upon return from Voting Leave, the employee must present a voter's receipt to his/her/their supervisor to substantiate the use of paid leave time.

- d) **Paid Family Leave (PFL) [administered by EDD]:**
Paid Family Leave (PFL) is a component of the State Disability Insurance (SDI) program and is entirely funded through increased employee contributions to the SDI fund. PFL benefits provide approximately sixty to seventy percent (60-70%) of lost wages. PFL does not provide job protection.

- 1) Eligibility

An employee may file a claim for up to eight (8) weeks of PFL within any twelve-month (12-month) period for the following reasons:

- To care for a seriously ill child, spouse, parent, or domestic partner, grandparent, grandchild, sibling, or parent-in-law;
- To bond with a new child within one (1) year of the child's birth;
- To bond with a minor child within one (1) year of the adoption or foster care placement of that child; or
- As a result of a qualifying military exigency.

2) Requirements

- i. A medical certificate is required when a PFL claim is filed to provide care for a seriously ill family member.
- ii. For bonding, PFL is limited to the first year after the birth, adoption, or foster care placement of a child. A certification form must be completed.
- iii. An employee is not eligible for PFL benefits on any day that the employee has received, or is entitled to receive unemployment compensation, workers' compensation, or state disability insurance.
- iv. An employee is not eligible for PFL for any day that another family member is able and available to provide the required care during the same period of time.

e) **Bone Marrow and Organ Donation Leave:**

Employees are eligible to receive up to thirty (30) workdays of paid leave (seven (7) hours per day) to serve as an organ donor and up to five (5) workdays (seven (7) hours per day) of paid leave to serve as a bone marrow donor in a one-year period. The one-year (1-year) period is measured from the date the employee's leave begins and shall consist of twelve (12) consecutive months.

Employees must be employed by AAA4 for at least ninety (90) days immediately preceding the commencement of leave and request leave in writing.

When available, the employee must utilize up to five (5) workdays (seven (7) hour days) of accrued but unused sick or vacation leave for initial bone marrow donation leave and up to two (2) weeks of accrued but unused sick or vacation leave for initial organ donation leave.

In addition, an employee who is serving as an organ donor and who has exhausted his/her/their sick leave is entitled to thirty (30) days of unpaid leave of absence.

Such leave shall require submission to Human Resources of written physician verification of the purpose and length of each leave.

f) **Military Leave:**

1) Active-Duty Military

In compliance with the Veterans' Re-Employment Rights (VRR) law, a Regular employee who leaves a civilian job to enter active duty in the U.S. Armed Forces, voluntarily or involuntarily, is entitled to return to his/her/their civilian job after discharge or release from active duty under the following conditions:

- i. The employee must apply for reinstatement within ninety (90) calendar days of release from active duty.
- ii. Discharge must have been under honorable conditions.
- iii. Active duty must not have exceeded four (4) years cumulative service, except where a Presidential call-up is in effect or where the individual has been denied release from active duty.

2) Reservists and Members of National Guard

Veterans' Reemployment Rights (VRR) law provides that a reservist or member of the National Guard shall upon request be granted a leave of absence by his/her/their employer for the period required to perform active duty for annual training or inactive duty training (drills). The following conditions apply:

- i. The employee must request time off for drills or annual training in advance and must return to work on the next regularly scheduled workday, with allowance made for travel time or other delays beyond employee's control.
- ii. AAA4 cannot deny a request for training and may not charge the time off as vacation or Compensatory Time Off (CTO).
- iii. A Reservist or member of the National Guard completing "initial active-duty training" must apply for reinstatement within thirty-one (31) calendar days of separation from active duty.

3) Pay and Benefits

AAA4 will continue coverage of benefits for up to thirty (30) days. Coverage for health and dental care for periods longer than thirty days is the responsibility of the person on military duty.

The employee has the option of receiving his/her/their normal AAA4 salary for up to ten (10) workdays or retaining the base salary earned through military duty (exclusive of quarters and subsistence allowance). To qualify for AAA4 salary, the employee must provide a

copy of his/her/their "Leave and Earnings Statement" and is required to forfeit all military base pay to AAA4.

g) **Civil Air Patrol Leave:**

An employee who is a voluntary member of the California Wing of the Civil Air Patrol will be permitted no less than ten (10) days (seven (7) hours per day) of unpaid leave per calendar year in order to respond to an emergency operational mission as defined by state law.

1) Eligibility

- i. In order to qualify for leave under this policy, an employee volunteer member must be employed by AAA4 for at least ninety (90) days immediately preceding the commencement of leave. The employee must give AAA4 as much notice as is possible of the intended leave dates.
- ii. Leave for a single emergency operational mission shall not exceed three (3) days, unless an extension of time is granted by the governmental entity that authorized the emergency operational mission, and the extension of the leave is approved by AAA4.
- iii. AAA4 may require certification from the proper Civil Air Patrol authority to verify the employee's eligibility for leave. AAA4 reserves the right to deny the leave request if the employee fails to provide the required certification.
- iv. This policy does not apply to employees who serve as first responders or disaster service workers for a local, state, or federal agency to the same or a simultaneous emergency operational mission.

2) Return to Regular Employment

Upon expiration of the leave, AAA4 will restore the employee to his or her position or to a position with equivalent seniority, benefits, pay and other terms and conditions of employment, unless the employee is not restored because of conditions unrelated to use of leave under this policy.

h) **Crime Victims Leave:**

An employee may use accrued vacation, Administrative Leave (AL), or unpaid leave to be absent from work in order to attend judicial proceedings related to a crime, if that employee is:

- A victim of a 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.

Additionally, an employee may use those leaves if the employee is the victim of a crime which caused a physical or mental injury, or a threat of physical injury, regardless of whether any person is arrested for, prosecuted for, or convicted of, committing the crime.

Time off may be taken to seek medical attention for injuries caused by crime or abuse, to obtain services from prescribed entities as a result of 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 future crimes or abuse.

The employee shall give advance notice of the need for time off unless it is not feasible. If an unscheduled absence is taken, the employee within a reasonable time must provide one of the following as certification for the absence:

1. A police report,
2. A court order protecting or separating the employee from the perpetrator,
3. Documentation from a licensed medical professional or similar,
4. Any other form of documentation that reasonably verifies the crime or abuse occurred, or
5. Documentation evidencing a judicial proceeding.

Leaves of Absence *without Pay*

i) **General:**

Under special circumstances, full-time and part-time Regular employees who have completed their Initial Training Period may be granted a Leave of Absence Without Pay (LWOP). The granting of this type of leave is normally for compelling reasons and is dependent upon the written approval of the Executive Director.

- 1) LWOP for any purpose, other than for medical disability and military leave, may be granted to a Regular employee at the discretion of the Executive Director for periods not to exceed one (1) year.
- 2) Except in cases of medical disability and military leave, employee benefits including Compensatory Time Off (CTO), Paid Holidays, and Vacation must be fully utilized prior to an employee beginning LWOP.

- 3) An employee does not continue to accrue vacation or sick leave while on LWOP. An employee does not continue to accrue time credited toward seniority, longevity, or other time-bound salary increases while on LWOP.
- 4) An employee on leave of absence without pay shall not be eligible for employer-paid health insurance or employer-paid contribution to the Retirement Savings Plan (RSP) during the period of leave. An employee has the option of paying the full cost of health insurance and/or Retirement Savings Plan (RSP) at his/her/their personal expense during the period of leave.
- 5) Upon the return of an employee from LWOP, AAA4 will make reasonable efforts to place the employee into the same or similar job as was held prior to the LWOP, subject to staffing and business considerations. Leaves of absence without pay shall include written agreements as to the intention of AAA4 to return the employee to his/her/their former or a comparable position.
- 6) Except in the cases of medical condition or military leave, and unless otherwise stated, reinstatement of the employee to the former position or a comparable position is contingent upon the availability of such a position at the time of the expiration of the leave of absence. In the case of a medical disability leave, and providing the employee returns at the time agreed upon, the employee is guaranteed to be returned to his/her/their former position, unless AAA4 has experienced reorganization based on financial need.

j) **Leave under the California Family Rights Act (CFRA) and the federal Family Medical Leave Act (FMLA): [EMPLOYEES OF AAA4 ARE COVERED BY FMLA ONCE THE AGENCY HAS FIFTY (50) OR MORE EMPLOYEES.]**

The California Family Rights Act (CFRA) provides eligible employees the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave employees may use under CFRA is twelve (12) weeks within a twelve-month (12-month) period. **FMLA also allows eligible employees to take up to twenty-six (26) weeks within a twelve-month (12-month) period to care for an ill or injured service member.**

- 1) To be eligible for CFRA/**FMLA** leave employees must:
 - i. Have worked at least twelve (12) months for AAA4 in the preceding seven (7) years [limited exceptions apply to the seven-year requirement].
 - ii. Have worked at least 1,250 hours for AAA4 over the twelve (12) months preceding the date the leave would commence.

iii. All periods of absence from work due to or necessitated by service in the uniformed services are counted as hours worked in determining eligibility.

iv. Under FMLA the employee must also work at a worksite where fifty (50) or more employees are employed by the employee within seventy-five (75) miles of that worksite.

2) CFRA/FMLA leave may be taken for any of the following reasons:

i. To care for or bond with a newborn child.

ii. To care for or bond with a child placed with an employee and/or the employee's registered domestic partner for adoption or foster care.

iii. To care for an immediate family member (employee's spouse, parent, parent-in-law, registered domestic partner, child or registered domestic partner's child of any age, sibling, grandparent, or grandchild) with a serious health condition.

iv. Because of the employee's serious health condition that makes the employee unable to perform his/her/their job (with the exception of pregnancy, which is covered under Pregnancy Disability Leave (PDL)) and does not run concurrently with CFRA/FMLA.

v. A qualifying military exigency related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child (of any age), or parent in the United States armed forces, as specified in Section 3302.2 of the Unemployment Insurance Code.

3) For purposes of this section the following definitions apply:

i. 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, and either prevents the employee from performing the functions of his/her/their job or prevents a qualified family member from participating in school or other daily activities.

ii. Subject to certain conditions, the "continuing treatment" requirement includes an incapacity of more than three (3) full calendar days and two (2) visits to a health care provider, or one (1) visit to a health care provider and a continuing regimen of care; an incapacity caused by a chronic condition or permanent long-term conditions; or absences due to multiple treatments. Other situations may also meet the definition of "continuing treatment."

iii. The twelve-month (12-month) period commences on the first day of the first leave taken under CFRA/FMLA and ends twelve (12) months after the first date the leave is taken.

iv. The twenty-six-month (26-month) period commences on the first day of the leave taken under FMLA and ends twenty-six months after the first date the leave is taken.

- 4) Eligible employees may take CFRA/FMLA leave in a single block of time, intermittently, or by reducing the normal work schedule when medically necessary for the serious health condition of the employee or immediate family member.

Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt AAA4's operations. Intermittent leave is permitted in intervals of at least one (1) hour.

CFRA/FMLA leave taken to bond with a newborn or a child placed with an employee for adoption or foster care must be taken within twelve months (12 months) of the child's birth, adoption, or foster care placement.

- 5) Depending upon the purpose of the leave request, employees may choose (or AAA4 may require employees) to use accrued paid leave (such as sick leave, vacation, or paid time off) concurrently with some or all of the CFRA/FMLA leave. To use paid leave concurrently with CFRA/FMLA leave, eligible employees must comply with AAA4's normal procedures for requesting and being approved for such leave.
 - i. The employee's paid leave accruals **will continue** while paid leave is used during periods of CFRA absence in accordance with those individual policies.
 - ii. The employee's paid leave accruals **will not continue** during unpaid periods of CFRA absence or when only disability payments are being received.
- 6) If employees and/or their families participate in AAA4's groups health plan, AAA4 will maintain coverage during CFRA/FMLA leave on the same terms as if the employees had continued to work. If applicable, employees must make arrangements to pay their share of health plan premiums while on unpaid leave. In some instances, AAA4 may recover premiums it paid to maintain health coverage or other benefits for employees and/or their families.
- 7) When seeking CFRA/FMLA leave, employees must provide the following to their immediate supervisor/manager with a copy to Human Resources/Payroll:

- i. Thirty (30) days' notice of the need to take CFRA/FMLA leave if the need is foreseeable or notice as soon as practicable in the case of unforeseeable leave and in compliance with AAA4's normal call-in procedures, absent unusual circumstances.
 - ii. Medical certification supporting the need for leave due to a serious health condition affecting the requesting employee or an immediate family member within fifteen (15) calendar days of AAA4's request for the certification (additional time may be permitted in some circumstances). Failure to do so may result in the delay of the commencement of leave or denial of a leave request. Second or third medical opinions may also be required when allowed.
 - iii. Periodic reports as deemed appropriate during the leave regarding the employee's status and intent to return to work.
 - iv. A return-to-work release before returning to work if the leave was due to the employee's serious health condition.
- 8) To the extent required by law, AAA4 will inform employees whether or not they are eligible for leave under CFRA/FMLA and the amount of CFRA leave available to them or, if leave has been used, the amount remaining. The information captured in this section shall serve as notice that specifies the employer's and employees' rights and responsibilities under CFRA/FMLA.
- 9) Upon returning from CFRA/FMLA leave, employees will typically be restored to their original positions or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions.

If an employee fails to return to work as scheduled after CFRA/FMLA leave or if an employee exceeds the twelve-week (12-week) or twenty-six week (26-week) CFRA/FMLA entitlement, the employee will be subject to AAA4's other applicable leave of absence, accommodation, attendance, voluntary separation, and release from employment policies.

k) **Medical Disability Leave:**

In extenuating circumstances when an employee may not otherwise qualify for unpaid leave time and job protection the Executive Director may choose to grant Medical Disability Leave for an employee for a variety of health-related conditions. Extenuating circumstances may include time needed as follows:

- To care for an employee's immediate family member with a serious health condition. Immediate family member under

Medical Disability Leave is defined as spouse, parent, registered domestic partner, child, or registered domestic partner's child.

- To care for the employee's own serious health condition when that condition makes the employee unable to work.

An employee must provide a doctor's certification of disability to qualify for consideration for Medical Disability Leave and may be required to provide additional certification from the attending physician during the period of Medical Disability Leave.

Medical Disability Leave may be granted for a continuous or cumulative period of up to four (4) calendar months. Medical Disability Leave extending beyond a four (4) month total period may be granted at the discretion of the Executive Director.

At the discretion of the Executive Director, the Agency may continue payment for medical coverage for the employee for the duration of the Medical Disability Leave.

l) **Pregnancy Disability Leave (PDL):**

An employee who is disabled by pregnancy, childbirth or a related medical condition can take up to four (4) calendar months of **unpaid** leave beginning when the employee is disabled from working as determined by the employee's doctor. Absent complications, PDL is usually taken at about week thirty-six (36) of the pregnancy with the employee six (6) to eight (8) weeks after delivery. However, with complications, PDL may extend seventeen and one-third (17 1/3) weeks before being exhausted. The leave entitlement is calculated on a pro rata basis (e.g., 35 hours per week X 17 1/3 = 606 2/3 hours)

The length of the leave required shall be determined by the employee's doctor. The leave ends when the employee is released to come back to work and returns to her/their former position. An eligible employee may qualify to receive up to fifty-two (52) weeks of State Disability Insurance (SDI) benefits during the time she/they is/are disabled.

Upon return from PDL an employee generally must be restored to the employee's original position or an equivalent position identical to the original terms of pay and benefits. During PDL, the Agency is required to maintain group health insurance coverage for the employee on the same terms as if the employee continued to work.

m) **Reproductive Loss Leave (effective January 1, 2024):**

All private-sector employers with five (5) or more employees must provide up to five (5) days of job-protected reproductive loss leave to any employee who has been employed by the employer for at least thirty (30) days prior

to the start of the leave. A reproductive loss event is the day, or for a multiple-day event, the final day of a:

- Failed adoption
- Failed surrogacy
- Miscarriage
- Stillbirth
- Unsuccessful assisted reproduction

Reproductive loss leave is available for the birthing and non-birthing parent and may be taken as five (5) consecutive days or as five (5) intermittent days within three (3) months of the event or three (3) months of the end date of leave taken under another leave entitlement. No supporting documentation may be requested by the employer and the reason for the leave must be kept confidential from those who do not have a need to know.

If an employee has more than one (1) reproductive loss event with and twelve-month (12-month) period, AAA4 at its discretion may grant up to twenty (20) days job-protected leave within a twelve-month (12-month) period.

The affected employee may elect to use accrued paid vacation, personal leave, and/or sick leave in lieu of unpaid leave.

n) School Activities Leave:

Under the provisions of School Activities Leave (CA Labor Code 230.8) a parent, stepparent, foster parent, grandparent, or a person serving *in loco parentis* is allowed up to eight (8) hours per day for a maximum of forty (40) hours per year of **unpaid** time off to attend his/her/their child's or ward's school activities. The leave may be used for a child in licensed daycare and in kindergarten through 12th grade. If both parents work for the employer, only one parent is assured of School Appearance Leave consideration.

The affected employee may elect to use accrued paid vacation, personal leave, and/or sick leave in lieu of unpaid leave.

o) School Appearance Leave:

Pursuant to CA Labor Code 230.7, when an employee who is the parent or guardian of a child is required to appear at the child's school due to the child's suspension or disciplinary proceeding, the employee may take time off **without pay** with reasonable advance notice to his/her/their supervisor of the need for time off.

The affected employee may elect to use accrued paid vacation, personal leave, and/or sick leave in lieu of unpaid leave.

An exempt employee will be provided time off with pay when necessary to comply with state and federal wage and hour laws.

p) Witness Leave:

An employee will be given the necessary time off **without pay** to attend or participate in a court proceeding in accordance with State law. An employee must notify his/her/their supervisor of the need to take witness leave as far in advance as is possible.

An affected employee may elect to use accrued paid vacation, personal leave, and/or sick leave in lieu of unpaid leave.

An exempt employee will be provided time off with pay when necessary to comply with state and federal wage and hour laws.

q) Domestic Violence Leave:

AAA4 will not discriminate against any employee who is a victim of domestic violence, sexual assault or stalking for taking time off from work to obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of a victim or his/her/their child.

An affected employee must give AAA4 reasonable notice that the employee is required to be absent for a purpose stated above, except for unscheduled or emergency court appearances or other emergency circumstances. In such a case, AAA4 will take no action against the affected employee if, within a reasonable time after the court appearance, the employee provides AAA4 with documentary evidence that the absence was required for any of the above-stated reasons.

This leave will be **unpaid**. However, affected employees may use vacation, personal leave, or other accrued time off (if available).

r) Return from Leave:

An employee may return prior to expiration of a requested leave upon approval of the Executive Director.

Section 13: PROFESSIONAL DEVELOPMENT

13.1 General

The value of attendance at conferences, seminars, meetings, and limited time enrollment in educational courses is recognized as important for agency enrichment and professional growth. Decisions regarding attendance will be made by the Executive Director.

- a) It shall be the practice for AAA4 to allow time away from regular work and to reimburse authorized expenses incurred as approved by the Executive Director, and within the limitations of the budget.
- b) Under certain circumstances, and/or where funds are unavailable for professional development activities, the Executive Director may allow time off without expense reimbursement to attend professional or work-related conferences.
- c) Plans are made on an annual basis according to the number and location of conferences and the interest of the various staff members.
- d) The Executive Director shall establish a timetable for the receipt of requests for professional development activities.

13.2 Tuition Aid

AAA4 encourages ongoing professional development by providing discretionary financial support to employees enrolled in courses or training designed to enhance work-related skills. Criteria for qualification for award of Tuition Aid is found in Appendix K.

13.3 Professional Organizations

Employees are encouraged to affiliate with appropriate professional organizations; however, the costs of such affiliations are borne by the employee.

Section 14: NOTICE OF SEPARATION

14.1 Voluntary Separation

In order to resign in good standing an employee shall give at least two (2) weeks written notice of his/her/their intention to resign.

- a) Any employee who has previously been a Regular employee of AAA4, has had satisfactory Performance Reviews, and has resigned in good standing may be rehired within one (1) year of separation into the same or a similar classification at the discretion of the Executive Director. The Initial Training Period may be waived. The employee's Anniversary Date and benefits shall be adjusted to reflect the period of absence.
- b) Letters of Recommendation for departing or previous employees must be authorized and approved by the Executive Director. When authorized, such letters may be provided by the employee's immediate Supervisor and/or Executive Director on behalf of the Agency. Only those so designated may provide a Letter of Recommendation on Agency letterhead.

- c) Unless being answered by the Executive Director or his/her/their designee, employment reference checks may only be responded to with dates of employment, position held, and rate of pay at the time of separation.
- d) When an employee has provided a written release allowing the Agency to provide a more detailed employment reference, that reference shall only be answered by the Executive Director or his/her/their designee.

14.2 Involuntary Separation

A Regular employee may be dismissed for reasons including, but not limited to, unsatisfactory work performance, misconduct, or insubordination at the will of AAA4.

a) **Dismissal:**

- 1) Should a determination be made that an employee is to be dismissed from employment with the Agency, a written notice, signed by the Executive Director, will be served upon the employee. Such notice will give the effective date of the release from employment and a demand to return any and all property of AAA4 not later than twenty-four (24) hours after release from employment.
- 2) Under special circumstances, an employee may be given two (2) weeks' notice of dismissal. However, a dismissed employee may be required to leave immediately. Provision should be made for the removal and return of the employee's personal effects not later than twenty-four (24) hours after release from employment.
- 3) The dismissal of any employee is a serious matter which should be handled by the employee and AAA4 in a respectful, professional manner. To the maximum extent possible, the right to confidentiality of all parties involved should be protected.

b) **Layoff:**

- 1) When it becomes necessary to reduce the number of employees within a program unit due to lack of work, lack of funds, or the declaration of a health or civil emergency by a state or local authority, the Executive Director shall meet with the appropriate manager of the affected unit (any program, project, or contract within AAA4) to discuss alternate means of accommodating reduced level of resources.
- 2) Consideration of the order of layoffs shall be based on sustaining to the greatest extent possible the delivery of essential Agency services. To that end, the priority of consideration shall be first, the

impact of the function or program; second, the availability of sustained funding; and third, the longevity of the staff who may be negatively impacted.

- 3) Prior to actual formal layoff procedures taking place, the Executive Director and appropriate supervisor shall meet with all the employees in the affected unit to discuss options for preventing a layoff, including the willingness of staff to reduce their work hours voluntarily.

If insufficient numbers of employees choose to voluntarily reduce hours, or the volunteered reductions would, in the judgment of the Executive Director and/or appropriate supervisor, render the organization unable to accomplish its objectives, employees shall be laid off in the following order:

- The first laid off shall be Limited Term employees.
- The second laid off shall be Initial Training Period employees.
- Third and last to be laid off shall be Regular employees.

- 4) If a reduction in work force becomes necessary, the Executive Director will determine the functions or programs in which the reductions are to occur and the size of the reductions in each function or program. An employee shall have no promise or guarantee regarding the assertion of seniority rights to a job position (“bumping”) across program units.

- 5) Reductions shall be based on a combination of factors, including (but not limited to) qualifications, productivity, and general performance. In cases where all other factors are deemed equal by the Leadership Team, employees with greater seniority shall be retained. Seniority shall relate to the total length of service within any function or program, not the length of service in a particular classification/position.

In those circumstances in which seniority becomes a factor, seniority shall normally be determined from an employee's first day of employment. In cases of reemployment, however, the most recent reemployment date shall be the date used to determine seniority.

- 6) Employees who are to be laid off shall be notified not less than two (2) weeks prior to the effective date and shall be informed of their layoff and recall rights. The Executive Director will attempt to provide thirty (30) days' notice of impending layoff whenever circumstances permit.

- 7) AAA4 will make reasonable efforts to find placements for displaced employees.

c) **Recall:**

- 1) In recalling from layoff, the last person laid off from the function or program shall be the first recalled, and, in the event that prior layoffs were simultaneous, the first recalled shall be the employee from the function or program with the greatest seniority at the time of the layoff.

In the event of recall and as funds are available, the displaced employees shall return at not less than their salary level at the time of layoff, except in the event that an employee has accepted a new or vacant position at a lower salary level.

- 2) When new positions or vacant positions become available within one (1) year of layoff, any Regular employees who have been laid off and who are qualified for the position shall be recalled to the position in their former units on the basis of seniority. Employees shall be notified of any Agency vacancies for which they may be qualified.

d) **Job Abandonment:**

An employee will be considered to have abandoned employment if he/she/they does/do not call in to request to be absent prior to the start of his/her/their scheduled workday and subsequently does/do not report for work as scheduled (“no-call, no-show”) for two (2) or more consecutive scheduled workdays. Exceptions may be made for emergencies and at the discretion of the Executive Director.

An employee considered to be a “no-call, no-show” shall be notified in writing of the Agency’s determination that the employee has abandoned his/her/their employment.

Section 15: DISCIPLINARY ACTION

15.1 Progressive Discipline

Discipline, up to and including release from employment, should be progressive to achieve remediation of unsatisfactory performance or unacceptable behavior. However, there are circumstances, such as in the case of an Initial Training Period employee, or where egregious violations of conduct standards exist, when at AAA4's sole discretion, an employee will be subject to immediate release from employment.

Disciplinary action may include an oral warning, written reprimand, poor performance report, suspension without pay, or release from employment depending upon the circumstances of the misconduct.

15.2 Oral Warning

An oral warning shall consist of an interview with the employee to discuss the problem and its solution. The employee will be informed of the deficiency in performance and the expected corrective action. The oral warning shall be delivered by the employee's immediate supervisor (who may be the Executive Director).

An oral warning should be documented by notes of the content of the interview and those notes retained for one (1) year by the employee's supervisor. At the end of the retention period, and assuming no further misconduct, the notes shall be destroyed.

15.3 Written Reprimand

A written reprimand is a written statement issued by the immediate supervisor (who may be the Executive Director) to the employee. The written statement shall set forth in detail the specific deficiencies in performance or misconduct at issue and the required corrective action(s) to be taken and the timeline for that correction to be made. The statement shall contain, where appropriate, the date, time, place, and nature of deficiencies; and shall apprise the employee of the severity and possible consequences of the violation should it or similar misconduct occur.

The employee shall sign the reprimand indicating only its receipt and be provided a copy. A copy shall be filed in the employee's personnel record. Following one (1) year of continued satisfactory performance relative to the issue causing the reprimand, the employee may request the removal of a written reprimand from his/her/their personnel file.

15.4 Performance Improvement Plan

A Performance Improvement Plan (PIP) may be issued after the failure of the employee to correct any issues identified in the oral warning and/or written reprimand. The PIP must clearly state the issues and the length of time the employee has for correction or improvement. The PIP shall be signed by both the immediate supervisor and the next level of supervision, with the employee indicating receipt of the PIP. The employee shall receive a copy and a copy shall be retained in the employee's personnel file.

In accordance with Section 7.3 b), a step increase may be denied to an employee who is on a performance improvement plan.

15.5 Suspension without Pay

The Executive Director may suspend an employee for cause without pay for not more than five (5) workdays. The dates of and the specific reason(s) for the suspension shall be enumerated in a written Notice of Suspension (Notice) along with direction as to the employee's right to respond to the Notice. The Notice shall be given to the employee in person. The employee shall be asked to sign the Notice of Suspension indicating only its receipt and shall be provided with a copy of the Notice. The signed original shall be filed as a confidential document in the employee's personnel record. An abbreviated copy noting only the dates of the suspension, not the cause(s) for it, shall be created for payroll purposes and retained as a confidential record with the employee's payroll documents.

15.6 Right to Respond

- a) An employee who has been served with a Written Reprimand or Notice of Suspension shall have the right to have placed in his/her/their personnel record any additional information justifying the employee's behavior that resulted in the disciplinary action. Such information shall be retained for the same period of time as the original action.
- b) An employee shall have the full rights of the grievance procedure to appeal any written reprimand/suspension.

15.7 Leave Accrual Suspended

An employee suspended under the provisions of this section shall not accrue or utilize earned sick leave, vacation, or any other leave with pay during the period of suspension.

Section 16: PROBLEMS, GRIEVANCES AND WHISTLEBLOWER POLICY

16.1 Problem Resolution

A problem is any interpersonal matter interfering with or directly negatively affecting an employee's well-being in the workplace and/or an employee's ability to accomplish his/her/their work for AAA4. Employees are encouraged to bring information about a problem forward for resolution at the earliest possible opportunity. Problem resolutions should be approached as follows:

- a) Initially, unless the circumstances make such a conversation inadvisable, an informal meeting between the involved parties with the aggrieved party should be sought. The goal of that informal meeting should be to make clear that the behavior is unacceptable and that they must immediately cease.
- b) Next, in the absence of such a conversation or if the conversation does not result in the cessation of the unwanted behavior, the aggrieved party should

seek the support of his/her/their immediate supervisor or other person of management authority in initiating action to end the detrimental activity or behavior. Any determination of culpability, identification of specific behaviors to be ceased, directions provided to the parties, as well as a concise history of the events leading to the problem should be maintained in notes by the supervisor.

- c) Absent effective resolution of the problem with the participation of the immediate supervisor, it should be referred to the next level of supervision/management and, absent resolution at that level, the intervention of the Executive Director should be sought.

16.2 Grievance

A grievance is any disagreement or dispute arising out of the application or interpretation of the terms of the Employee Handbook, or any written policy adopted by the Governing Board.

- a) The employee is expected to make every effort to resolve any problems which may result in a grievance via consultation and informal means.
- b) Actions to change the general policies of AAA4 as set forth in the Employee Handbook or other written policies must be undertaken outside the grievance procedure.
- c) The grievance procedure is not to be used if there are other means of review or of appeal which are specifically prescribed in law, rules, regulations, or written policy, including the Employee Handbook of the AAA4.

16.3 Grievance Procedure

- a) Upon failure to resolve a contested matter through informal consultation, any Regular employee, any time within fifteen (15) workdays after the conduct giving rise to the grievance, may file a written grievance with the supervisor and/or Human Resources and/or the Executive Director.

In the case of a grievance concerning the activities or conduct of the Executive Director, the employee may submit his/her/their written grievance to the GBPC.

The grievance shall contain the following:

- 1) A detailed statement of the matter constituting the interpretation or application which supports the grievance;
- 2) A statement of the reason and/or facts causing the matter to be a grievance;
- 3) A statement of the remedy desired; and

- 4) A statement of any prior steps taken to resolve the matter.
- b) The Executive Director or his/her/their designee shall reply in writing to the grievant within fifteen (15) workdays. An exception to that requirement shall be made for a grievance filed with the GBPC, who shall be requested to respond within thirty (30) days to allow for sufficient time for committee review and response.
- c) Any person dissatisfied with the outcome of a grievance may appeal to the GBPC, if the grievance was originally answered by or on behalf of the Executive Director or to the Governing Board if the grievance was originally answered by the GBPC. Such filing shall be made within fifteen (15) workdays following the issue of the decision.
- d) A hearing before either the GBPC or the Governing Board shall be set for its next regular meeting and notice given thereof in writing to the parties of interest. After the hearing, the Governing Board or GBPC, as applicable, shall make its decision which shall be final. The decision will be communicated to the parties in writing stating the evidence and argument considered and the resulting decision.

16.4 Whistleblower Policy

AAA4 is committed to maintaining high standards of business and personal ethics in the conduct of the Agency's business. AAA4 employees, Governing Board and Advisory Council Members are encouraged to raise concerns regarding Agency activities that are suspected illegal, fraudulent, or in violation of any adopted policy of AAA4.

To enable the timely and thorough addressing of such concerns, the Agency has adopted a Whistleblower Policy to facilitate the fair and impartial investigation of allegations of impropriety or illegality within the Agency. [See Appendix L for additional information]

Section 17: TEMPORARY ADJUSTMENT TO PERSONNEL POLICIES

These policies may be waived by action of the Governing Board in situations where temporary adjustments may be deemed necessary to assure equity and the orderly operation of AAA4. The term of such action shall not exceed one (1) year shall be clearly defined and, in those cases where the adjustment is determined to be needed to meet a long-term operational change, shall be incorporated as a permanent amendment to the Employee Handbook at its next revision. Such actions shall not occur without written proposals and a review and discussion of the proposed actions with employees by the process described in Section 2.3.

Section 18: LEGALITY

If any part(s) of this Employee Handbook is found to be illegal, such illegality shall not in any way invalidate any other parts of this Employee Handbook.

Adopted by the AAA4 Governing Board: May 13, 1983
Adopted as revised: December 12, 1986
Adopted as revised: February 5, 1988
Adopted as revised: November 13, 1992
Adopted as revised: November 12, 1993
Adopted as revised: October 14, 1994
Adopted as revised: March 8, 1996
Adopted as revised: June 14, 1996
Adopted as revised: July 11, 1997
Adopted as revised: January 9, 1998
Adopted as revised: November 14, 2003
Adopted as revised: May 19, 2004
Adopted as revised November 22, 2004
Adopted as revised June 7, 2005
Adopted as revised January 10, 2006
Adopted as revised August 4, 2006
Adopted as revised January 12, 2007
Adopted as revised February 20, 2007
Adopted as revised November 13, 2007
Adopted as revised May 19, 2009
Adopted as revised August 20, 2010
Adopted as revised August 30, 2013
Adopted as revised April 11, 2014
Adopted as revised August 12, 2016
Adopted as revised August 23, 2019
Adopted as revised February 12, 2021
Adopted as revised October 14, 2022
Adopted as revised July

APPENDIX A: EQUAL OPPORTUNITY STATEMENT AND AFFIRMATIVE ACTION PLAN

The Agency on Aging (AAA4) is an equal opportunity employer and seeks to hire the most qualified candidates regardless of race (including traits historically associated with race), color, religion, sex (including pregnancy, gender identity, and sexual orientation), national origin, age (40 or older), disability or genetic information.

AAA4, through its policies, procedures, and efforts on behalf of those it serves, is committed to the elimination of barriers that restrict employment opportunities available to women, minorities, and people with disabilities, and to eliminate the past effects of discrimination.

AAA4 will consider all applicants on an equal basis with other candidates based upon the candidate's ability to perform the essential function of the job, with or without reasonable accommodations.

Disability or medical condition may be an employment determinant only in the case of a bona fide occupational qualification or where the applicant would be unable to perform all job duties in a manner that would not endanger the health or safety of the applicant or others.

In addition to recruitment, selection and advancement, this policy of nondiscrimination applies to all aspects of the employment relationship, including but not limited to compensations, benefits, promotion, and separation.

PURPOSE

To comply with Title VII of the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972, the Fair Labor Standards Act, as amended by the "Equal Pay for Equal Work" Act of 1963, the Age Discrimination in Employment Act of 1965, the "Rehabilitation Act" of 1973 (P.L. 91-230, Section 504) and succeeding applicable employment law and regulation the following is enforced:

No person shall, on the grounds of race, ancestry, color, age (over 40), sex (including pregnancy, gender identity, and sexual orientation), physical handicap (including AIDS), cancer-related condition, national origin, religion, marital status, genetic information, or traits historically associated with race including, but not limited to hair textures and protective hairstyles, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity of AAA4.

DEFINITIONS

Affirmative Action: Positive defined actions to bring about equal employment opportunities. The courts have firmly established the obligation for positive actions to

eliminate practices which result in discrimination in employment, even when such practices are not intentional.

Equal Opportunity: Conditions and **employment** practices mandated by federal, state, and local legislation, Presidential Executive Orders, and definitive court decisions, to ensure equal treatment for all persons regardless of race, ancestry, color, age, religion, sex, physical handicap (including AIDS), medical condition (cancer related), marital status, sexual orientation, or national origin. **in all its employment practices.**

Executive Director: Shall mean the person appointed by the Governing Board to that position, a person designated by the Governing Board to act in that capacity in the absence of the Executive Director, or a person designated by the Executive Director to act on certain matters on his/her/their behalf.

RESPONSIBILITY

The Governing Board has the responsibility to adopt the Affirmative Action Plan. It should routinely review and evaluate the Plan and related activities to determine the results being achieved and to ensure completeness and operational effectiveness. Governing Board-level monitoring of the Affirmative Action Plan is an ongoing responsibility of the Governing Board Personnel Committee (GBPC).

The Executive Director is designated by the Governing Board as the responsible agent for the full implementation of the Affirmative Action Plan. The Executive Director shall periodically upon request of the GBPC report on the ongoing adherence to the Affirmative Action Plan.

AFFIRMATIVE ACTION COORDINATION

The responsibility for assuring Affirmative Action Plan implementation rests with the Executive Director who may delegate that responsibility to a staff member who will be officially designated as the Affirmative Action Coordinator. The Affirmative Action Coordinator's functions include:

1. Developing, monitoring, and maintaining the Affirmative Action Plan and procedures.
2. Monitoring personnel procedures and documents to assure that both the laws and AAA4 policies related to equal employment are followed.
3. Monitoring the employee selection process **from the equal opportunity/affirmative action point of view** in accordance with the intentions and provisions of Equal Opportunity Statement and Affirmative Action Plan.
4. Identifying problems **or deficiencies in the Affirmative Action Plan** and recommending **and assuring implementation** of solutions.
5. Keeping AAA4 staff informed concerning equal employment/affirmative action matters through distribution of written materials, presentations at staff meetings, etc.

PROHIBITION AGAINST DISCRIMINATION

No bylaws provision shall exist, or be adopted, and no administrative action shall be implemented for the purpose of discriminating against any individual(s), or organization(s) on the basis of age (over 40), disability, genetic information, national origin, pregnancy, race/color (or traits historically associated with race), religion, medical condition, ancestry, marital status, sex, gender, gender identity, harassment, equal pay/compensation or retaliation in regards to:

1. Membership on the Governing Board or any committees of AAA4;
2. Employee recruitment, employment, training, promotion, Performance Reviews, grievance procedures, layoffs, or compensation;
3. Volunteer recruitment, training, or Performance Reviews;
4. Review and comment on project applications and provision of technical assistance to individuals or groups; and
5. Subcontracts or agreements with other individuals or organizations.

AAA4 RESPONSIBILITY TO INFORM REQUESTING PARTIES OF ITS AFFIRMATIVE ACTION PLAN

AAA4 will make available a copy of its Affirmative Action Plan to any interested person upon request.

ASSURANCE OF COMPLIANCE

AAA4 will shall keep such records and submit to the GBPC complete and accurate compliance reports at such times and in such form and containing such information as the Governing Board may determine to be necessary to enable it to ascertain compliance.

RECRUITMENT

If vacant positions are not filled through internal transfer or promotion, AAA4 shall recruit personnel from an appropriately wide range of sources.

No currently serving elected or appointed Governing Board member of AAA4 may be employed or receive a salary from AAA4.

Each applicant for employment shall apply in accordance with instructions to be provided by AAA4. These instructions shall comply with the Civil Rights Act, Equal Employment Opportunity Amendments of 1972 and all applicable employment regulations protecting applicants from unlawful discrimination.

JOB DESCRIPTION

Prior to recruiting employees for any approved position within AAA4, a definitive written job description specifying the minimum requirements and expectations for the position must have been submitted to the GBPC for their review and approved by the Executive Director. In the case of a vacated position, the existing job description will be reviewed by the Executive Director and amended as necessary to assure that the job description

accurately captures the requirements and expectations of the position being offered. Job descriptions will specify minimum requirements for each position.

SOLICITATION AND ADVERTISING

Notification of openings, in-house and/or public, together with written job descriptions will be made in a timely manner to all current employees. Those positions determined to be open to the public will also be advertised in such media as will assure an appropriately wide dissemination to a variety of diverse applicant pools. All advertisements and notifications will state that AAA4 is an equal opportunity employer.

Applications for in-house positions and/or positions open to the public shall be accepted for no fewer than five (5) days following the announcement of the vacancy. The closing date for receipt of applications for the available position will be included in all notifications.

SCREENING AND INTERVIEWS

On or after the closing date, resumes of all applicants will be reviewed to determine if each applicant meets the minimum qualifications for the position being offered. From those who meet minimum job requirements, the most highly qualified applicants will be interviewed. Those not invited for an interview shall be notified that they are not being considered for the position.

Interviews will be conducted by appropriate staff and/or members of the community as designated by the Executive Director. Second and subsequent interviews may be scheduled and conducted by the Executive Director and others as appropriate. **Care shall be taken to ensure diversity within the interview panel. A set of questions for the interview being conducted shall be determined by the hiring manager, vetted by Human Resources to confirm its validity as a screening tool for that position, and used by the interview panel during each interview to ensure that every interviewee for that particular position is asked to respond to the same questions.**

INTERVIEW EXPENSES

Under extraordinary circumstances, and prior to any announcement of a job opening, the Executive Director may determine that travel expenses of a reasonable nature may be reimbursed to out-of-town candidates who are invited by AAA4 to appear for an in-person interview.

Such reimbursement shall require approval by the Executive Director with all claims for reimbursement supported by receipts and in accordance with AAA4 fiscal policies and procedures.

SELECTION

Decision authority as to which qualified applicant is to be hired for a position rests with the Executive Director.

References furnished by the applicants ~~may~~ shall be contacted personally by the Executive Director, Human Resources, or the hiring manager. A written record of the conversations with the references will be maintained with the recruitment file.

Once a selection has been made, and a verbal offer accepted, a written confirmation of a contingent offer of employment will be made by the Human Resources Administrator on behalf of the Executive Director. The offer will contain at a minimum the position title, salary, starting date, and any other specific items agreed to between the Executive Director and the applicant. All offers of employment are contingent upon the successful completion of a background check.

Current AAA4 employees shall be notified that the position has been filled and provided with the name and starting date of employment for the new employee.

Once the position has been filled, all remaining interviewees ~~will~~ shall be notified that they are no longer being considered for the position. Such notification shall be made in writing within two (2) weeks after the successful applicant has accepted the position.

RECORD KEEPING REQUIREMENT

Resumes, application forms, test results, interview notes and any other documentation of the selection process relative to all applicants will be filed and stored for at least twelve (12) months following final selection.

APPENDIX B: ACCEPTABLE USE PROCEDURES

The Acceptable Use Procedures shall be provided separately to each employee by Information Technology as a standalone document, initially during onboarding and subsequently during any recurrent Acceptable Use training.

APPENDIX C: INJURY AND ILLNESS PREVENTION PROGRAM

Introduction

Agency on Aging Area 4 (AAA4) is committed to providing a healthy and safe work environment for its staff, volunteers, interns, and visitors. Additionally, every California employer must establish, implement, and maintain a written Injury and Illness Prevention Program (IIPP) according to the requirements contained in Title 8 of the California Code of Regulations, Section 3203 (T8 CCR3203).

Responsibility

The IIPP administrator, the Executive Director of Agency on Aging Area 4 (AAA4), has the authority and responsibility for implementing the provisions of this program for AAA4.

All managers and supervisors are responsible for implementing and maintaining the IIPP in their work areas and for answering worker questions about the IIPP.

The Operations Administrator has been designated as the Safety Officer and assigned responsibility for the application of the provisions of the IIPP throughout the Agency.

Compliance

All employees, including managers and supervisors, are responsible for complying with safe and healthy work practices. The system of ensuring that all employees understand and comply with these practices includes one or more of the following:

- Informing employees of the provisions of the IIPP.
- Evaluating the safety performance of all employees.
- Recognizing employees who demonstrate safe and healthy work practices.
- Providing training on safe and healthy work practices.
- Holding employees accountable for failure to comply with safe and healthy work practices.
- Establishing a Safety Committee comprised of staff from various departments to assist in identifying and addressing safety concerns and delivering training on safe and healthy work practices.

Communication

Safety awareness training shall be provided by the Safety Officer and/or Safety Committee at least once per quarter during All Staff meetings. Safe and healthy work practices information shall be provided monthly using graphics, videos, and/or games.

Drills shall be conducted at least twice annually to address fires, active shooters, violence in the workplace, and other events or situations that might require sheltering in place or evacuations. All employees are encouraged to communicate concerns about workplace hazards without fear of censure or reprisal to the Safety Officer or Safety Committee or to any person in authority who can address that concern.

The protocol for communicating information regarding workplace safety shall include the following:

- New worker orientation including review of the IIPP
- Recurring health and safety programs
- Staff participation in the Safety Committee
- Posted or distributed safety information
- Forms for identifying safety and health deficiencies
- Training on specific safety and health issues
- Recognition during All Staff meetings of hazards that have been identified and corrected

Hazard Assessment

Ongoing efforts will be made to identify, evaluate, and eliminate workplace hazards. Inspections shall be conducted by the Safety Officer to identify unsafe conditions and work practices. All noted hazards will be eliminated within fifteen (15) days of identification except those that may require structural or other changes and those shall be addressed as a priority.

Periodic inspections will be conducted according to the following schedule:

- Quarterly for the entire AAA4 facility.
- When new substances, processes, procedures, or equipment that present potential new hazards are introduced into the workplace.
- When new, previously unidentified hazards are identified.
- When occupational injuries or illnesses occur.
- When environmental disasters impacting the safety of the building occur.

Documentation of inspections and their outcomes shall be maintained by the Safety Officer for a period of five (5) years and shall be accessible to staff upon request.

Accident/Exposure Investigation

All injuries and illness are to be reported to the Safety Officer immediately if possible and, if not, within twenty-four (24) hours. In the absence of the Safety Officer a report should be made to a person of competent authority. Any staff who becomes aware of an injury to an intern, visitor, volunteer, or funded partner should contact the Safety Officer or other person of competent authority.

At the earliest opportunity after the injury or illness, employees must complete an Accident Injury Report Form and submit it to the Safety Officer for review and retention. Any accidents resulting from building or structural hazards shall be reported by the Safety Officer to building management.

Procedures for investigating workplace accidents and hazardous substance exposures include:

1. Visiting the accident/exposure scene as soon as possible.
2. Interviewing the injured worker(s) and witness(es) as soon as possible.
3. Examining the workplace for factors associated with the accident/exposure.
4. Determining the cause of the accident/exposure.
5. Taking corrective action to prevent the accident/exposure from recurring.
6. Recording the findings and corrective actions taken.
7. Retaining documentation of the investigation for five (5) years in the designated IIPP files.

Hazard Correction

Unsafe or unhealthy work conditions, practices, or procedures shall be corrected in a timely manner based on the severity of the hazards. Hazards shall be corrected according to the following procedures:

1. When observed or discovered.
2. When an imminent hazard exists that cannot be immediately abated without endangering employees and/or property, those present will be removed from the area and those necessary to correct the existing condition will be engaged to rectify the hazardous condition.

Training and Instruction

All employees, including managers and supervisors, shall have training and instruction on general and job-specific safety and health practices. Training and instruction shall be provided as follows:

1. When the IIPP is first established.
2. To all new employees.
3. To all employees given new job assignments for which training has not previously been provided.
4. Whenever new substances, processes, procedures, or equipment are introduced to the workplace and present a new hazard.
5. Whenever a new or previously unrecognized hazard is identified.
6. To supervisors to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed.
7. To all employees with respect to hazards specific to each employee's job assignment.

General workplace safety and health practices include, but are not limited to, the following:

1. Implementation and maintenance of the IIPP.
2. Emergency action and fire prevention plan.
3. Provisions for medical services and first aid, including emergency procedures.
4. Prevention of musculoskeletal disorders, including proper lifting

techniques.

5. Proper housekeeping, such as keeping stairways and aisles clear, work areas neat and orderly, and promptly cleaning up spills.
6. Prohibiting horseplay, scuffling, or other acts that tend to adversely influence safety.
7. Proper storage to prevent stacking goods in an unstable manner and storing goods against doors, exits, fire extinguishing equipment and electrical panels.
8. Proper reporting of hazards and accidents.
9. Hazard communication, including worker awareness of potential chemical hazards, and proper labeling of containers.
10. Proper storage and handling of toxic and hazardous substances, including prohibiting eating or storing food and beverages in areas where they can become contaminated.

Employee access to the IIPP

The IIPP shall be included in the Employee Handbook to which employees have unfettered access either electronically or in print. Additionally, a stand-alone copy of the IIPP shall be retained in TEAMS>PERSONNEL>EMPLOYEE HANDBOOK.

Recordkeeping

Records of the agency's inspection, training, and accident investigations will be maintained by the Safety Officer and kept on file with other IIPP records for three years.

APPENDIX D: SUBSTANCE ABUSE POLICY

The Agency on Aging Area 4 (AAA4) is committed to providing a safe and healthy working environment for all its employees. The Agency expects each employee to report to his/her/their job physically and mentally fit for work. Furthermore, AAA4 is committed to assuring its continued representation for quality behavior toward its partners and exemplary delivery of its services to the community. To achieve these goals, AAA4 must take a firm and positive stand against drug and alcohol abuse.

Prohibitions

- **Illegal Drugs:**
The use, possession, sale, or transfer of an illegal drug by any employee on AAA4 premises, in the performance of AAA4 business, or at AAA4-sponsored events, is strictly prohibited.
- **Legal Drugs:**
The use of any legally obtained drug by any employee while performing AAA4 business or while on AAA4 premises is prohibited to the extent that such use may adversely affect the safety of the employee or others, the employee's job performance, or the AAA4's regard or reputation in the community. Employees who have been informed or have discovered that the use of a legal drug may adversely affect job performance or behavior are to report such drug use and possible side effects to management.
- **Alcohol and Cannabis:**
The unauthorized use, possession, sale, or transfer of alcohol or cannabis on AAA4 premises is prohibited. At the discretion of the Executive Director alcohol may be served at social functions held on the Agency premises. The use of alcohol or cannabis by employees while conducting AAA4 business, attending AAA4-sponsored business or social functions, or otherwise representing the AAA4 away from AAA4 premises is permitted only to the extent that it is not unlawful and does not adversely affect the safety of the employee or others, the employee's job performance, or the AAA4's regard or reputation in the community.

Fitness for Duty

Any employee who, in the opinion of two (2) members of management, is in violation of this policy will be deemed to be unfit for duty and required to leave the premises immediately. The employee shall be in unpaid status for the time period he/she/they is/are deemed to be unfit for duty.

Assistance Addressing Substance Abuse

An employee who has entered into substance abuse rehabilitation program may be granted a leave of absence while participating in the program. Such leave shall be granted only by the Executive Director:

The leave of absence will be without pay. However, the employee may use any unused vacation days to receive compensation during the leave. Current benefits coverage will continue during the leave if the employee pays the weekly deductions.

Continuing Health Coverage

Any employee who is on an approved substance abuse leave will be allowed to remain on regular group coverage for a total of twelve (12) weeks, if the employee maintains his/her/their portion of the health insurance payment by timely payment made to AAA4. At the end of twelve (12) weeks, continuing coverage will be available only through COBRA coverage.

An employee who is not current with his/her/their payment for regular group coverage during the substance abuse leave period will be sent a notice for COBRA continuation prior to the end of the twelve-week (12-week) period.

Confidentiality

All test results, assistance requests, and treatment records will be maintained in files separate from the employee's personnel file and will be held in the strictest of confidence, disclosed only to those having a legitimate need to know such information.

Disciplinary Action

Depending upon the seriousness of the offense, any violation of the policy requirements of the Substance Abuse Policy will result in discipline, up to and including release from employment, even for a first offense.

This policy is intended to ensure a drug-free work environment for the benefit of employees and clients of AAA4. The policy's objective is to eliminate substance abuse, not the substance abuser. To this end, AAA4 is prepared to help and support all employees requesting assistance in dealing with drug or alcohol problems. No one will be disciplined for requesting assistance. In most instances, the costs of treatment will be reimbursed in accordance with applicable benefit plans.

APPENDIX E: WORKPLACE VIOLENCE PREVENTION POLICY (adopted 3/1/24 and in compliance with SB 553)

PURPOSE

The Agency on Aging Area 4 (AAA4) is committed to providing a workplace that is free from acts or threats of violence and to assuring that its employees are well-prepared to respond to violence in the workplace should it occur. AAA4 strives to ensure a safe and healthy environment for employees, visitors, and persons who are either on the Agency's premises or elsewhere conducting business and activities on behalf of the Agency. The purpose of the Workplace Violence Prevention Policy (WVPP) shall be to:

- Define what is meant by threats of violence and identify prohibited threatening or violent behavior in the workplace,
- Identify roles and responsibilities for implementing and maintaining workplace violence prevention protocols,
- Provide direction, procedures, and requirements for responding to, reporting, and mitigating workplace hazards, potential threats, and acts of violence, and
- Raise awareness of the potential for workplace violence to advance effective behaviors and measures to eliminate or minimize threatening incidents.

POLICY

AAA4 prohibits violent acts or threats against employees or other persons. This includes threatening or committing acts of violence while engaged in work on behalf of the Agency whether in the workplace or in the community. Prohibited conduct includes the following:

- Physical aggression
- Verbal aggression
- Direct or indirect threats of violence whether in person or through voice mail, email, or social media
- Physical intimidation
- Psychological intimidation
- Retaliation for reporting violent acts or threats of violence

It shall be the policy of AAA4 to take appropriate action to protect its employees and others with whom it is engaged from acts of violence, threats, intimidation, and harassment.

AAA4 will proactively address 1) recognition and remediation of workplace hazards, 2) training, and 3) policy developments and implementation. AAA4 will reactively respond to and document workplace violence events. AAA4 will respond with appropriate personnel action should an employee or group of employees violate any of the provisions of the WVPP. Where the violation is made by a person or persons not employed by AAA4 the Agency will seek appropriate administrative remedy and, may, depending upon the

circumstances, involve law enforcement or seek a restraining order against the perpetrator of the violence or threat of violence.

DEFINITIONS

- Violence – The attempt (coupled with the ability) or actual use of force with the purpose of violating, injuring, damaging, or abusing persons or property.
- Threat – A verbal, written, or physical expression of a direct (intent to act) or indirect (something that could happen) intention to inflict pain, injury, damage, or punishment upon another person or property. This includes threats made in jest but which a reasonable person could perceive as serious, including bomb threats and suspicious packages.
- Harassment – The creation of a hostile work environment through unwelcome words, actions, or physical contact not resulting in physical harm.
- Intimidation – Instilling fear in a person by a show of force or threat of force. Intimidation may be physical (holding, impeding, blocking one's movement, following, stalking, touching, or other inappropriate contact or advances) or psychological (making statements that are false, malicious, disparaging, derogatory, disrespectful, abusive, or intending to hurt another's reputation).
- Weapon – An instrument, article, or substance which when in the possession of a person or under the circumstances in which it is used or threatened to be used can cause physical injury.

RESPONSIBILITY AND ACCOUNTABILITY

Preventing violence in the workplace is every employee's responsibility. All staff are responsible for the prompt and accurate reporting of all violent incidents including physical injury, threats, harassment, or verbal assaults. Employees are required to adhere to the WVPP and to observe all workplace practices that promote a secure and safe environment.

The Executive Director has the authority and responsibility for establishing and overseeing the WVPP. Other responsibilities are delegated as follows:

- Human Resources is responsible for writing the initial WVPP.
- Human Resources is responsible for promptly documenting updates and disseminating revisions to all staff.
- Human Resources is responsible for training all staff on the WVPP initially and the Safety Committee is responsible for training all staff annually thereafter.
- The Safety Committee is responsible for posting in conspicuous locations the names and contact details for the individuals who are assigned responsibilities under the WVPP.
- The Information Technology Administrator is responsible for deciding and accomplishing any security lockdown of the facility or blocking of electronic or other media being accessed to foment violence.

- Human Resources is responsible for maintaining all records required under the WVPP.
- The Executive Director, the Human Resources Administrator, and a designated member of the Safety Committee shall be jointly responsible for responding to acts or suspected acts of violence in the workplace which shall include conducting investigations of such acts.
- The Safety Committee may designate from within its members a Workforce Violence Prevention Subcommittee responsible for assuring compliance with the WVPP.
- The Safety Committee shall be responsible for periodic assessment and evaluation of workplace risk factors which may contribute to the possibility of violence in the workplace.

The names and contact details for each responsible party shall be conspicuously posted in each work area and on a WVPP channel in TEAMS.

REPORTING VIOLENCE/THREATS OF VIOLENCE (see attached Workplace Violence Incident Log form)

It is the responsibility of every employee to assist in the prevention of violence. Every verbal or physical threat of violence must be treated seriously and reported immediately to the most readily available supervisor, manager, or member of the Leadership Team who shall then determine the best way to respond to the threat up to and including contacting law enforcement as appropriate.

Reportable threats or acts of violence may have been experienced or witnessed, or they may be acts that an employee has been made aware of by others. Depending upon the severity or urgency, reports of violence or threats of violence may of necessity be verbal, but each incident will be required to be initially or subsequently (within 24 hours or as soon as practicable) documented on a Workplace Violence Incident Log form that shall be maintained with other Agency forms on the TEAMS forms channel. Once completed the Workplace Violence Incident Log form must be submitted (within 24 hours or as soon as practicable) to Human Resources.

In situations where an employee becomes aware of an imminent act of violence, the employee, or his/her/their designee, should immediately contact law enforcement by dialing 911. As soon as practicable the Executive Director should be contacted and made aware of the urgent situation and the involvement of law enforcement.

INVESTIGATIONS

Each report of workplace violence shall be investigated on a priority basis. The Human Resources Administrator, or his/her/their designee, shall conduct a thorough investigation which shall include at a minimum the following:

- Interviewing the reporting party

- Interviewing any witnesses to the incident
- Reviewing any prior incidents involving the aggressor
- Reviewing the employee's WVPP training records/history
- If the aggressor is an employee, interviewing the employee's supervisor or manager to determine if there have been any warning signs of violent intent by the employee and, if so, what efforts have been undertaken to mitigate risk
- Interviewing the aggressor
- Documenting findings
- Proposing action(s) to address the incident and avoid its recurrence.

Upon completion of the investigation the Human Resources Administrator shall report the findings and recommendation(s) to the Executive Director, the employee's manager, and to the reporting employee(s). In those cases where the incident occurred offsite or involved a person not employed by AAA4, e.g., at a funded partner's location, the Human Resources Administrator or the Executive Director shall forward a copy of the investigator's report under confidential cover to the chief executive of that agency or business.

PROTECTION FROM RETALIATION

No employee will be disciplined, retaliated against, or discharged for reporting any legitimate threat or act of violence. Intentionally false and/or misleading reports are unacceptable. An employee found to have made an intentionally false or misleading report will be subject to disciplinary action.

TRAINING

The goal of the training is to educate all Agency employees on the specifics of the WVPP in order to minimize the likelihood of violence in the workplace and to assure that staff are prepared to take appropriate action in response to threatened or actual workplace violence. Training shall address the four (4) types of workplace violence categorized by Cal OSHA as:

- Type I – the aggressor has no legitimate business relationship to the workplace and usually enters the affected workplace to commit a robbery or other criminal act.
- Type II – the aggressor is either the recipient, or the object of, service provided by the affected workplace or the victim, e.g., the aggressor is a current or former client, patient, customer, passenger, criminal suspect, inmate, or prisoner.
- Type III – the aggressor has some employment-related involvement with the affected workplace. Usually this involves an assault by a current or former employee, supervisor, manager; by a current/former spouse or lover; by a relative or friend; or by some other person who has a dispute with an employee in the affected workplace.

- Type IV – the aggressor is a non-employee who has or is known to have a personal relationship with an employee.

Training shall include, at a minimum, the following:

- A comprehensive review of the WVPP document.
- Protocols for alerting employees of the presence, location, and nature of workplace violence emergencies including evacuation or sheltering plans.
- Instructions on how to recognize and communicate concerns about potential workplace violence.
- Instructions on how to report workplace hazards.
- Instructions on how to report workplace violence.

Training shall be conducted at least annually and should include an ongoing awareness campaign utilizing posters, brochures, videos, etc.

RECORDKEEPING

All materials related to the WVPP – incident reports, investigation documents, law enforcement documents – shall be maintained by Human Resources and made available upon request by any employee or Cal/OSHA. Records shall be maintained for a minimum of five (5) years and shredded as confidential documents thereafter.

Records of workplace violence hazard identification, evaluation, and correction shall be created and maintained for a minimum of five (5) years and shall be made available upon request by any employee or Cal/OSHA.

PERIODIC AND ANNUAL REVIEWS

It shall be the responsibility of the Safety Committee to conduct quarterly inspections and safety drills to assure that the workplace is free from safety hazards and that employees can effectively protect themselves and others should a workplace violence incident occur. Human Resources and the Safety Committee shall at least annually review the WVPP to maintain its currency and shall also amend the WVPP when a deficiency becomes apparent and after any workplace violence incident to correct and/or remove any cumbersome or ineffective procedures.

COMPLIANCE

Compliance with this Workplace Violence Prevention Policy is mandatory and is considered a condition of employment.

~~AAA4 is committed to preventing violence in the workplace and to maintaining a safe work environment. AAA4 will not tolerate any conduct that threatens, intimidates, or coerces an employee, customer, or member of the public at any time, including off-duty periods when the threat is directly related to the employee's work for AAA4. Employees are expected to bring their disputes or differences with other employees to the attention of an appropriate member of management before the situation escalates into violence.~~

AAA4 has adopted the following guidelines to deal with physical acts of intimidation or threats of violence that may occur on its premises or at off-site meetings under its control:

- 1) ~~**At the first sign or indication of violence or threat, the employee should notify his/her/their supervisor.**~~ This includes alerting the supervisor both to any individual behaving in a surreptitious, hostile, or suspicious manner or engaged in activities that a reasonable person would consider to be alarming and to any actual threats of violence, both direct and indirect, by employees, as well as threats by customers, vendors, solicitors, or other members of the public.

~~If the supervisor determines that there is a credible threat to safety, he/she/they will make immediate arrangements to call for police assistance, to notify the Safety Officer of an event of possible workplace violence, and to notify property management of the presumed or actual threat. The supervisor shall then notify the Executive Director/ID that the Agency is responding to an event of workplace violence.~~

- 2) ~~An employee should not attempt to intercede or otherwise become involved with any actual or potentially intimidating, harassing, or violent situation.~~
- 3) ~~AAA4 will promptly and thoroughly investigate all reports of actual or threatened violence as well as suspicious individuals or activities. The identity of the individual making a report will be protected to the extent practicable.~~
- 4) ~~All AAA4 employees are expected to cooperate fully with any law enforcement agency conducting any investigation pursuant to a complaint of workplace violence.~~
- 5) ~~In order to maintain workplace safety and the integrity of its investigation, AAA4 may suspend an employee suspected of workplace violence, either with or without pay, pending investigation.~~
- 6) ~~Any employee determined to have participated in any threatened or actual violence, or other conduct that violates these guidelines will be subject to disciplinary action, up to and including termination of employment.~~
- 7) ~~Firearms (loaded or unloaded), weapons (i.e., switchblades, gravity knives, blackjacks, nunchakus, stun guns), and other dangerous, hazardous, or explosive devices or substances are strictly prohibited from the premises and vehicles owned or operated by AAA4.~~
- 8) ~~Not prohibited by this policy is the presence in the workplace of common tools that potentially could be used as a weapon (i.e., kitchen knives, cutlery, hammers, screwdrivers, staplers) but are primarily or more routinely used to aid in food~~

~~preparation or maintenance tasks. Their adaptive use as a weapon would constitute a violation of this policy.~~

APPENDIX F: ALTERNATIVE WORK SCHEDULES

The Agency on Aging Area 4 (AAA4) recognizes the benefits to the Agency and its employees from supporting work/life balance through flexible scheduling of days and hours of work outside traditional 8:30-4:30 work schedules. An Alternative Work Schedule (Flex Schedule) may be requested by an employee. A Flex Schedule may be authorized by the Executive Director where it primarily benefits the effective operation of AAA4 and, secondarily, provides work/life balance for the employee. AAA4 reserves the right to rescind or temporarily modify a Flex Schedule for any employee or group of employees at any time and for any operational reason.

The Standard Work Week is Monday – Friday. The following work schedules are currently available for an employee working thirty-five (35) hours per week:

- Standard Schedule:
Seven (7) hours per day worked Monday through Friday
- Flex Schedule:
Thirty-five (35) hours worked Monday through Friday and divided between four (4) long days and one (1) short day
- Modified Flex Schedule:
Seventy (70) hours in eight (8) days with every Monday, every Tuesday, every Thursday, or every Friday off. Days off may not include Wednesdays.

An Alternative Work Schedule of seven (7) consecutive days of work with one (1) designated day off is not an option for AAA4 employees. No employee may work seven (7) consecutive days without prior approval and then only under the most necessary business requirements.

Any adjustment to the employee's agreed upon work schedule must be discussed with and approved in writing by the employee's supervisor in advance of the proposed adjustment. If the proposed adjustment falls outside of the Standard, Flex, or Modified Flex Schedules, additional approval from the Executive Director is required.

The following general guidelines apply to Alternative Work Schedules:

- 1) Office Hours are Monday - Friday 8:30 a.m. to 4:30 p.m.
- 2) Core Hours are Monday – Friday 9:00 a.m. to 4:00 p.m. Peak staffing is required to be maintained during Core Hours.
- 3) All employees must schedule Wednesdays as a workday in order to attend staff meetings.

- 4) Any calculation of approved overtime will be based not upon hours worked beyond an eight (8) hour day but rather upon hours worked in excess of ten (10) hours per day or forty (40) hours in a week. Compensating time off (CTO) is not available to Agency employees under Federal and State law.

APPENDIX G: PERFORMANCE MANAGEMENT

The Agency on Aging Area 4 (AAA4) is committed to growing its employees so that they can fully participate in the larger goal of growing the Agency. Rather than continuing to conduct traditional performance evaluations, AAA4 has adopted a performance management tool – FeedFORWARD – that focuses on identifying and developing individual skill sets; enhancing and capitalizing on the innate talents of each employee; and setting achievable shared goals for the employees' professional development. The FeedFORWARD model requires ongoing, targeted discussions between the employee and the supervisor to define, support, and ensure performance success.

FeedFORWARD discussions are a positive tool in assessing each employee's efforts and ability to accomplish assigned responsibilities and tasks. The FeedFORWARD discussion should address the individual talents and integrity of employees as well as their ability to contribute to the collective accomplishments of the AAA4.

To be of value, the FeedFORWARD discussion should provide information upon which growth, reassessment, and improvement can be based. It should not be viewed as a "report card process" by either employees or supervisors. Any assessment of past performance should be coupled with a plan for supporting future performance and creating an action plan for the employee that defines mutually agreed upon "next steps" to build the employee's capacity and address the employee's expectation as well as the Agency's. A FeedFORWARD discussion conducted in a candid and positive framework will increase an employee's ability to understand and meet performance expectations and will build upon a supervisor's ability to support improved performance from the employee.

Below is the FeedFORWARD Questionnaire that will be used in this performance management process –

FeedFORWARD Questionnaire

THE PLAN

From the questions listed below select 3 to 5 questions that you would like to ask your employee (if you are the supervisor) or your supervisor (if you are the employee). Those 6 to 10 questions will provide the prompts for what is anticipated to be a dynamic discussion of how you are feeling about your position with the Agency and, more importantly, what you are looking forward to over the next months and years with AAA4. Bring the questions you have selected with you to your FeedFORWARD discussion that has been scheduled, either by your supervisor or by you.

Each of you – supervisor and employee – should approach this as an opportunity to reflect on your contributions, what is working well for you, what might benefit from fine tuning, and what new areas you might want to explore. At the end of the conversation, which

should last no longer than an hour, together you should have found areas for action and have made and documented some commitments to each other as to how best to move forward to ensure your mutual success and that of AAA4.

THE QUESTIONS

1. How are you feeling today about your job and your position?
2. What is the most important topic you would like to discuss today or the most important thing you would like to share during our FeedFORWARD?
3. What is most satisfying about your job? What do you like most about your role?
4. What is least satisfying about your job? What would you change about your role?
5. How do you think your role helps our agency meet its goals?
6. What do you feel went well this year and what might have gone better?
7. What do you need from me or the Agency to support your performance and development?
8. If you were managing our team, how would you do it differently?
9. Do you feel you have the tools/training you need to perform your job? Are there additional tools/training that could help you be more successful?
10. What are the biggest time wasters and energy drainers for you?
11. What improvements would you like to see on our team?
12. Do you think there are actions that can be taken (by you, your supervisor, your department, or the Agency) that could strengthen, improve, or enhance our program, our department, or the Agency as a whole?
13. Are you happy with the communication between us? Do you need more one-on-one time?
14. Are you getting enough feedback? Is there any feedback you are missing?
15. What specific skills would you like to learn? Are there other positions you are interested in pursuing?
16. What steps can we take to make progress on what we have talked about today?
17. Do you have questions that have come to mind during our discussion I have not yet answered?

THE ITINERARY

All of our employment with AAA4 should be a journey of sorts, and as is the case with the best of journeys, planning helps to assure success. As part of the FeedFORWARD process, you are encouraged to document your plan for achieving the outcomes you hope for from your employment with AAA4. You may want to be promoted into another position so building the skills and experience that would recommend you for promotion should be planned with dates certain for arrival at that destination. Or you may thoroughly enjoy what you currently do and want to capitalize on strengths you have not yet been able to exercise in your role so planning for broadening your responsibilities should be confirmed. The take-away from the FeedFORWARD conversation should include next steps that have been agreed upon and the scheduling of your next FeedFORWARD meeting, be it 1 month, 6 months, or any interval that works for the two of you so long as it is not more than 1 year.

APPENDIX H: HEALTH BENEFIT PLAN/SECTION 125 PLAN

HEALTH BENEFIT PLAN

The Agency on Aging Area 4 (AAA4) currently offers access to various plan options for medical care and hospitalization. As funds are available, in the instance of a Full-time employee, AAA4 contributes the single subscription premium at the current rate of the least expensive contracted medical plan; the employee pays the remainder premium for any upgraded plan options selected and/or additional persons covered. The employer-paid portion of the single subscription rate will be prorated for persons working less than full-time. Employees may elect to accept or decline coverage.

The employee health plans cover only the employee. Employees may pay the full cost of health plan coverage for dependents, a spouse, or a civil union or domestic partner.

Premium costs will be deducted from the employee's paycheck twice per month.

ALTERNATIVE HEALTH BENEFIT (AHB)/SECTION 125 PLAN (Note: This benefit is not available to employees hired after December 31, 2022.)

Employees hired before December 31, 2022, who do not elect to participate in the AAA4 offered Health Benefit Plan and who have produced evidence of similar health insurance coverage are eligible to receive an Alternative Health Benefit (AHB), also titled as a Section 125 Plan in reference to the permitting IRS code. AHB shall be prorated for Part-time employees working at least twenty (20) hours per week. The value of the AHB shall be capped at the amount approved in 2022, which is \$194.24 per pay period for 24 pay periods per year (\$4,661.76 annually) for a full-time employee and pro-rated for a part-time employee. AHB shall not be subject to annual increases after December 31, 2022.

To implement the AHB, the employee is required to submit proof of other health insurance coverage, which may include Medicare coverage, and to sign a waiver indicating: 1) that the employee declines the Agency's Health Benefit Plan; 2) that the employee understands that the value of the AHB will be added to the employee's gross wages/salary; and 3) that should the employee lose other health coverage they must notify AAA4 and enroll in the Health Benefit Plan, forfeiting the AHB.

Alternative Health Benefit payments will be paid to eligible employees twice per month.

APPENDIX I: 403(b) RETIREMENT PLAN

The Agency on Aging Area 4 offers qualified employees a 403(b) retirement plan. A 403(b) plan (tax-sheltered annuity plan or TSA) is a retirement plan offered by public schools and certain charities. It is similar to a 401(k) plan maintained by a for-profit entity. Just as with a 401(k) plan, a 403(b) plan lets employees defer some of their salary into individual accounts.

I. Eligibility and Contributions

1.1 Eligibility:

- (a) **Salary Deferral Contributions:** Generally, each employee (excepting Limited Term employees), age 21 and older, shall be eligible to make elective salary deferral contributions to a 403(b) Retirement Plan beginning on their date of hire.
- (b) **Method of Deposit:** Deposits will be withheld in equal amounts or percentages from the employees' paycheck by AAA4 and deposited in the designated Retirement Savings Plan. Such withholding or changes in withholding will occur only upon the execution of a signed authorization by the employee and the AAA4 Executive Director, if applicable. Employees voluntarily depositing portions of their salaries in their Retirement Savings Plan beyond the AAA4 contribution must renew their voluntary participation annually.
- (c) **Non-Elective Employer Contributions:** All employees, age 21 and older, of the Employer shall be eligible to receive non-elective Employer contributions following a six-month waiting period which begins the first day of the month following the employee's date of hire. Employees who transition from Limited Term to regular status shall have their previous time counted towards the waiting period.

1.2 Vesting: Each participating employee shall at all times have a fully vested interest in all contributions made to the Plan on the Participant's behalf.

1.3 Salary Reduction and Non-Elective Employer Contributions:

- (a) **Salary Reduction Contributions:** The minimum annual contribution is two hundred dollars (\$200). The Employer and any Participant may make salary reduction contributions by signing a Salary Amendment Agreement.
- (b) **Non-Elective Employer Contributions:** Subject to the nondiscrimination provisions of the Plan, the Employer shall make non-elective contributions for each Participant in an amount determined pursuant to the adopted

formula. Currently, contributions are five percent (5%) of base compensation.

The Governing Board shall review its level of contribution annually and may increase or decrease the contribution and/or terminate or engage additional/substitute Retirement Savings Plans at its discretion.

II. Named Fiduciary and Plan Administrator

- 2.1 The Governing Board shall have exclusive authority to appoint a "named fiduciary" for the Plan. The Named Fiduciary shall also be designated as the Plan Administrator within the meaning of ERISA Sec. 3(16). The Named Fiduciary shall have exclusive authority to control and manage the operation and administration of the Plan.

III. Other Provisions

- 3.1 All employees will be authorized to attend an orientation session to be provided by representatives of any Retirement Savings Plan designated by the Governing Board. Execution of the basic deduction and any voluntary deposits is considered to be a normal work activity and can be performed during regular work hours. Extended individual financial counseling, however, is the responsibility of the individual employee and the time required for such activities should be accounted for consistent with normal leave procedures.
- 3.2 New employees shall receive information in a timely and efficient manner to assist them in making necessary determinations about participation in the Plan.
- 3.3 Changes in contribution amounts due to salary changes will be affected as they occur. Employees may change their contribution schedule each January. Any variation of the foregoing must be in accordance with IRS guidelines and approved by both the provider of the Retirement Savings Plan and the AAA4 Executive Director.
- 3.4 Upon release from employment of employment, employees are responsible for the disposition of any balance in their Retirement Savings Plan.

The preceding information provides a general summary of key elements of the Retirement Savings Plan (RSP). Additional information and a detailed description of Plan provisions are available from the Fiscal office.

APPENDIX J: CATASTROPHIC LEAVE POLICY

The Agency on Aging Area 4 (AAA4) The Catastrophic Leave Policy provides access to a pool of donated vacation time to be awarded to an employee who, due to having exhausted his/her/their available leaves for a legitimate medical crisis, is at risk of financial hardship and loss of benefits. Such medical crisis may be due to a prolonged non-industrial catastrophic personal illness or injury or due to providing critical care and support for a member of the employee's household.

The Catastrophic Leave Program allows co-workers to donate vacation time for the benefit of a specific employee and/or to donate to the Catastrophic Leave Bank in anticipation of the unexpected future needs of any employee.

Definitions

For purposes of the Catastrophic Leave Policy and Program the following definitions apply:

Catastrophic Leave Bank: A pool of donated leave maintained solely for the benefit of an employee whose continued salary and benefits may be jeopardized by a prolonged absence due to a catastrophic medical situation.

Catastrophic Leave: An award of hours drawn from the Catastrophic Leave Bank for use by an approved employee who is, or whose family member is, suffering from a catastrophic and debilitating medical condition.

Documentation: Appropriately detailed information from the attending physician attesting to the need for the employee's continued absence from work due to a catastrophic health event and, where applicable, a reasonable estimate of the time the employee will be remaining off work. Diagnosis, prognosis, and course of treatment are not required to support the request for catastrophic leave.

Eligible Employee: An employee who has demonstrated through documentation and by application the need for Catastrophic Leave and who has been awarded such leave to address his/her/their medical condition.

Medical Condition: An extreme health crisis, terminal illness, or protracted and significant disability which has rendered the employee unable to perform his/her/their job or unable to work due to attending to the complicated physical and/or emotional needs of a member of his/her/their household, whether for a long period or intermittently AND for which the employee has no other available mechanism for continuation of salary and benefits. Medical condition shall not include a work-related injury or illness which would otherwise be covered by State Disability Insurance (SDI) or the Agency's Medical

Disability program or an occupationally related condition which would make the employee eligible for Worker's Compensation benefits.

Criteria for Award or Donation of Catastrophic Leave

The Catastrophic Leave Program allows an employee to donate to or to receive a donation of vacation leave with the following criteria:

- a) Participation in this plan shall be strictly voluntary. No effort to force or influence individual donations for a particular employee shall be undertaken.
- b) Sick leave hours may not be donated under this provision.
- c) All donations shall be made in writing and shall be confidential.
- d) Each donation must be made in increments of seven (7) hours of usable time.
- e) Donations shall be on an hour for value basis meaning that the hours donated at the donor's rate of pay shall be translated into a monetary equivalent value in the Catastrophic Leave Bank and that value subsequently translated into hours to be awarded at the pay rate of the recipient.
- f) Hours donated shall be deducted from the donor's vacation balance or holiday leave and shall be credited to a Catastrophic Leave Bank. Once credited, the donation becomes irrevocable.
- g) To receive donations from the Catastrophic Leave Bank, an employee must have exhausted all usable leave balances, excluding thirty-five (35) hours of sick leave and thirty-five (35) hours of vacation leave, which may be retained by the employee to be used after or in conjunction with the use of Catastrophic Leave.
- h) All hours received from the Catastrophic Leave Bank may be used on a continuous and uninterrupted basis or may be used intermittently.
- i) The number of hours that can be awarded in any pay period may not exceed the hours the employee would normally be scheduled to work during that same period.

**AGENCY ON AGING AREA 4
APPLICATION FOR CATASTROPHIC LEAVE**

The award of Catastrophic Leave does not alter the employee's At Will employment with AAA4. The Catastrophic Leave Program does not create any expectation or promise of continued employment.

Instructions: Complete this form to apply for Catastrophic Leave. Please type or print legibly and attach all the requisite documentation. The information contained herein will be shared only with those with a need to know and shall be maintained in a confidential medical file in accordance with practice and regulation.

Employee Name: _____ Date: _____

Employee's Job Title: _____ Date of Hire: _____

REQUESTED AWARD

As noted in the attached documentation, I expect to be absent from work, intermittently or continuously, from (date) _____ through (date) _____.

EMPLOYEE CERTIFICATION

Please check all that apply

_____ I have been affected by a medical condition within the meaning of the Catastrophic Leave Policy and which is attested to by the attached document from my attending physician.

_____ I am attending to the needs of a member of my household who is affected by a medical condition within the meaning of the Catastrophic Leave Policy which is attested to by the attached document from the care recipient's attending physician.

_____ I have, or will have, exhausted all of my leave balances, excepting thirty-five (35) hours of sick leave and thirty-five (35) hours of vacation leave I am allowed to retain, as of the date I am requesting Catastrophic Leave to begin.

_____ I expect to be absent from work without paid leave because of this medical condition.

_____ I am not now, nor do I plan to receive compensation for a workplace injury or illness directly related to this medical condition.

_____ I agree that any leave that I accrue while on Donated Leave will be used prior to receiving any additional Donated Leave.

_____ I understand that any unused Donated Leave granted to me reverts to the Catastrophic Leave Bank for use by others in similar need.

Employee Signature: _____

Executive Director Signature: _____ Date _____

Approved (please circle): Yes No

AGENCY ON AGING AREA 4

DONATION OF LEAVE TO THE CATASTROPHIC LEAVE BANK

The award of Catastrophic Leave does not alter the employee's At Will employment with AAA4. The Catastrophic Leave Program does not create any expectation or promise of continued employment.

Instructions: Complete this form to donate vacation leave to the Catastrophic Leave Bank. Please type or print legibly.

The information provided will remain confidential and will not be shared with the recipient of your donation.

Employee Name: _____ Date: _____

DONATION

All vacation leave donations must be made in seven (7) hour increments.

I wish to donate _____ hours of my accrued vacation to the Catastrophic Leave Bank. Please check below as to your wishes for this donation.

_____ I am designating (name of employee) _____ to receive my donation with the understanding that any leave not used by the named employee will revert to the Catastrophic Leave Bank for use by others.

_____ I am making a blind donation to the Catastrophic Leave Bank to be used by any employee in need.

By my signature below I am affirming that I am making this donation entirely of my own free will and that no attempts have been made to intimidate, threaten, or coerce me to donate to the Catastrophic Leave Program. I understand that my donation is irrevocable until or unless I become personally eligible for Donated Leave.

Employee Signature: _____

APPENDIX K: TUITION AID POLICY

The Agency on Aging Area 4 (AAA4) strongly supports lifelong learning and the ongoing professional development of its employees. To encourage continuing education, the Agency offers financial support to an employee pursuing coursework or training that will maintain, improve, or broaden his/her/their professional skills and enhance job performance or help the employee to qualify for a new position within AAA4.

Criteria for qualification for full or partial reimbursement of course costs are as follows:

- a) **Eligibility:**
Based upon availability of funds, Tuition Aid is available to any full or part-time person employed for at least six (6) months by AAA4. The program is voluntary, with the employee attending courses/training on his/her/their own time and completing the course/training with a passing grade of C or better (or its equivalent). Tuition Aid shall not exceed one thousand dollars (\$1,000) within a twelve-month (12-month) period. Each award of Tuition Aid is limited to the specific amount approved prior to the commencement of the course/training.
- b) **Courses of Study:**
Acceptable courses of study are those that will increase an employee's potential contribution to AAA4. Generally, these shall be courses for which academic credit is granted by accredited universities or colleges. Technical skills or other training courses below the college level may also qualify when taken at a properly accredited institution or from a sponsoring agency qualified to provide technical or professional training related to the employee's position with AAA4.
- c) **Participation:**
Advance approval by the Executive Director for Tuition Aid is needed for courses whether they are given by accredited or non-accredited schools or are offered without credit. A Tuition Aid Application must be submitted to the Executive Director no fewer than fifteen (15) days prior to the beginning of class. Approval or denial of the Tuition Aid Application will be provided to the employee in writing prior to the commencement of the course.
- d) **Award of Aid:**
AAA4 will award the employee one hundred percent (100%) for approved courses/training if funds are available. The maximum an employee may receive in any twelve-month (12-month) period is one thousand dollars (\$1000). Eligible expenses include registration, entrance test fees, tuition, books, and laboratory fees.

AAA4 or the employee may, in lieu of a financial award, elect to utilize up to an equivalent number of hours of specially awarded educational leave time for school and/or study purposes, but this must have prior approval of the Executive Director and be documented in writing.

General school supplies such as paper and pencils, expenses for meals, transportation, or entrance physical examinations are not eligible for reimbursement.

When applying for payment of the Tuition Aid award, the employee must submit expense receipts and proof of satisfactory completion to substantiate the award of Tuition Aid. In the case of multiple applications and limited funds, the Executive Director may call a meeting of the GBPC for its recommendations as to the fair and equitable distribution of the Tuition Aid.

To qualify for reimbursement, the employee must:

- 1) Complete the course with a "Pass" grade with no indicated grade point, or an equivalent grade or acknowledgment which signifies a satisfactory course completion.
- 2) Not receive scholastic aid from any other sources and AAA4 Tuition Aid which in combination exceeds the total cost of the course/training.
- 3) Be actively employed by AAA4 at the start of the course/training, be continuously employed through to the end of the course/training and continue to be employed by AAA4 for not less than one (1) year thereafter.

Should the employee leave employment prior to one (1) year following the award of tuition aid, the employee will be required to repay the full amount of the Tuition Aid award to AAA4 in a lump sum payment within thirty (30) days of the end of his/her/their employment with AAA4.

An award of Tuition Aid is tax-free and will be made to the employee by having the approved amount added to his/her/their paycheck. Reimbursement under the program is not considered taxable income.

Provided an employee cannot receive a refund, an award of up to a maximum of five hundred dollars (\$500) may be authorized if the employee is prevented from satisfactorily completing a course due to sickness, accidental disability, family leave, AAA4-initiated action, or reserve military service.

AAA4 TUITION AID APPLICATION

Your application for Tuition Aid must be completed and submitted for approval prior to the commencement of the class. Allow no fewer than three (3) weeks after submission for your application to be considered and a response provided to you.

INSTRUCTIONS: Please complete and submit the AAA4 Tuition Aid Application, along with a copy of the course description from the institution's/sponsor's course catalogue/program to your supervisor for approval. Your supervisor will return a signed copy of this form to you indicating approval or denial of your request for Tuition Aid. If approved, and following completion of the class, you will be required to submit a copy of the completed AAA4 Tuition Aid Application with your required documentation to your supervisor for the award of Tuition Aid.

APPLICANT INFORMATION

Name: _____ Date: _____

Position/Title: _____ Date of Hire: _____

I understand the following eligibility requirements for Tuition Aid:

I will have completed six (6) months of employment with AAA4 prior to the commencement of this course; and

I will be attending this course on my own time; and

This course is directly related to my position at AAA4 and/or will enhance my job performance and/or will prepare me for advancement at AAA4; and

I must complete the course with a passing grade of C or better (or its equivalent); and
I must provide the required documentation in order to receive the award of Tuition Aid.

If I leave employment with AAA4 within one (1) year of the award, I will be required to repay the full amount of the Tuition Aid awarded to me in a lump sum payment within thirty (30) days of ending my employment with AAA4.

Please sign here to confirm your understanding: _____

COURSE INFORMATION

Type of Education/Training: College Course ___ Workshop ___ Online ___ Other _____

Institution/Professional Association/Sponsor: _____

Course Title: _____

Course Start Date: _____ Course End Date: _____ Number of Credits: ____

Please explain how this course is related to the position you hold at AAA4 and/or how it will enhance your job performance and/or how it will prepare you for advancement at AAA4:

COSTS

Costs eligible for an award of Tuition Aid include registration/enrollment fees, entrance test fees, tuition, designated required books and laboratory fees. Costs not eligible for Tuition Aid include transportation, parking fees, food, housing, or other expenses not directly required for the completion of the specific course being considered for Tuition Aid.

Estimated Cost: Tuition \$ _____ Books \$ _____ Other Fees \$ _____

AGENCY ON AGING AREA 4 REVIEW AND RESPONSE

Supervisor Approval: Yes / No

Supervisor Signature: _____ Date: _____

AAA4 Approval: Yes / No

Aid Amount Approved: \$ _____

State reason, if not approved: _____

Executive Director Signature: _____ Date: _____

REQUESTS FOR PAYMENT OF TUITION AID MUST BE SUBMITTED WITHIN THIRTY (30) DAYS OF COURSE COMPLETION WITH DOCUMENTATION OF EXPENSES AND PROOF OF THE GRADE RECEIVED.

Please retain a copy of your approved application for your records.

APPENDIX L: WHISTLEBLOWER POLICY

ARTICLE 1: INTRODUCTION AND PURPOSE

Agency on Aging Area 4 (AAA4) is committed to maintaining high standards of business and personal ethics in the conduct of the Agency's business. The purpose of this policy is to encourage and enable the AAA4 employees, Governing Board and Advisory Council Members to raise good faith concerns regarding actions or suspected actions taken within the Agency that are illegal, fraudulent or in violation of any adopted policy of AAA4.

This policy is intended to supplement, but not replace, the Agency's affirmative action, unlawful harassment and discrimination policies, grievance procedures, and any applicable state and federal laws governing whistleblowing applicable to nonprofit and charitable organizations.

ARTICLE 2: VIOLATIONS: REPORTING IN GOOD FAITH

This policy applies to any matter related to AAA4's business and not to private acts of an individual unconnected to the business of the Agency.

Examples of activities covered by this Whistleblower Policy include violation of federal, state, or local law, falsification of records, misappropriation or misuse of funds or assets, or unauthorized alteration or manipulation of retained records.

Anyone reporting a violation must act in good faith and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. Any report which the complainant knows to be false in totality or in part will be viewed as a malicious act and may result in disciplinary action being taken against the perpetrator(s) of the falsehood(s).

ARTICLE 3: NO RETALIATION

No one - employee, Governing Board or Advisory Council member - who in good faith reports a violation or cooperates in the investigation of a violation shall suffer harassment, retaliation, or any adverse employment action. Any stakeholder within AAA4 who attempts to or actually retaliates against another individual who in good faith has reported a violation or has cooperated in the investigation of a violation is subject to discipline, including release from AAA4 employment or removal from the Governing Board.

Any individual who reasonably believes he/she/they has/have been retaliated against in violation of this policy should report the retaliation to one of the following: the employee's immediate supervisor, the Executive Director, the Chair of the Governing Board Personnel Committee (GBPC) or the Chair of the Governing Board. Those receiving complaints of retaliation must immediately inform the GBPC Chair. The GBPC will hear and investigate all such complaints.

ARTICLE 4: REPORTING PROCESS

In most cases, if an employee reasonably believes that a violation has occurred, the direct supervisor of that employee is the person best suited to address a concern. However, if an employee is not comfortable speaking with his/her/their supervisor or if he/she/they is/are not satisfied with the supervisor's response, the employee is encouraged to speak directly to the Executive Director or anyone in management he/she/they feel/s comfortable approaching. If the Executive Director is the subject of the concern, the employee should report his/her/their concern directly to the Chair of the Governing Board.

In lieu of speaking directly to any of the above, an employee may use the Complaint Reporting Form found in Appendix N.

ARTICLE 5: CONFIDENTIALITY

AAA4 encourages anyone reporting a violation to identify himself/herself/themselves when making a report in order to facilitate the investigation of the violation. However, reports may be submitted on a confidential basis by the complainant or may be submitted anonymously by letter. Reports of Violation or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation, to comply with all applicable laws, and to cooperate with law enforcement authorities.

Furthermore, AAA4 will explore anonymous allegations to the extent possible, but will weigh the prudence of continuing such investigations against the likelihood of confirming the alleged facts or circumstances from attributable sources.

ARTICLE 6: HANDLING REPORTED VIOLATIONS

The supervisor, manager, or Governing Board member who receives a Report of Violation from the complainant is required to notify the Executive Director of that report. The Executive Director, or his/her/their designee, will notify the complainant and acknowledge receipt of a Report of Violation within seven (7) workdays when the complainant's identity has been disclosed or a return address has been provided.

The Executive Director, or designee, is responsible for promptly investigating all reported violations and for causing appropriate corrective action to be taken if warranted by the investigation. The complainant will be notified about what action(s) will be taken, to the extent reasonably possible and consistent with any privacy or confidentiality limitations. If no further action or investigation is to follow, an explanation for the decision will be given to the complainant.

In the event the Executive Director is suspected of having committed a violation, then the violation will be reported to the Chair of the Governing Board and the violation will be investigated by the Personnel and/or Audit/Finance Committee under close supervision of the Executive Committee of the Governing Board.

The Personnel Committee is responsible for addressing complaints relating to personnel issues and ethics. The Audit/Finance Committee is responsible for addressing complaints relating to Agency accounting practices, internal controls, or auditing.

APPENDIX M: STAFF TRAVEL

General

Staff of Agency on Aging Area 4 (AAA4) may be required to travel for business-related purposes. Travel at times may include overnight stays in various locations. Where feasible, travel should be by car. When the distance traveled can be more effectively accomplished by airplane, bus, taxi or rail, employees are expected to utilize economical ticketing. Similarly, as the Agency is publicly funded, employees are encouraged to find economical food and lodging whenever traveling at the expense of AAA4.

Travel Reimbursement Rates

AAA4 reimbursement rates for staff travel expenses are set based upon rates authorized by the ~~Internal Revenue Service (IRS)/General Services Administration (GSA)~~ California Department of Human Resources (CalHR). Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with CalHR rules and regulations.

Periodically, as the ~~IRS/GSA~~ CalHR announces the approved rate of reimbursement for business travel for the upcoming year, the Agency's reimbursement rates may be similarly adjusted. [Note: The Governing Board has approved an automatic adjustment (up or down) of AAA4's business mileage reimbursement rate consistent with the ~~IRS/GSA~~ CalHR approved rate.]

In exigent circumstances AAA4 may reimburse employees for business expenses above the ~~IRS/GSA~~ CalHR rate. Any reimbursement paid beyond the state rate is taxable as wages.

Mileage Reimbursement

See ~~www.gsa.gov/travel-resources~~ <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx> for current reimbursement rates.

The following rules apply to business mileage reimbursements:

- 1) Mileage cannot be charged for miles traveled between home and the office.
- 2) When an employee travels to another location for business purposes, he/she/they may only charge for the miles traveled between the office and the second location. When traveling from home to an off-site location, the miles from home to office must be deducted from the total miles submitted for reimbursement.
- 3) Exceptions to the above rules:
 - a) When traveling from home to attend a training event at a site in the same metropolitan area for one (1) or more days, the entire round-trip mileage from home to the training site for each day of training may be claimed.

- b) When traveling from home to attend a training event at a site out of the work area for one (1) or more days, the entire round-trip mileage from home to the training site may be claimed.
- c) When traveling from home to attend a training event would be a shorter distance than if the employee were traveling from the office, the employee may not be required to come to the office and the entire round-trip mileage from home to the training site may be claimed.

When an employee chooses to drive to an out-of-state conference that would normally require travel by air, AAA4 will reimburse mileage at an amount no greater than that for round-trip airfare.

Parking Reimbursement

When circumstances require an employee to pay a fee to park, AAA4 will reimburse the parking fee so long as the employee submits a receipt documenting the amount paid.

Per Diem (Meals and Incidentals) Reimbursement

See www.gsa.gov/travel-resources for current reimbursement rates.

- In State: Mileage/Per Diem (meals and incidentals)/Lodging
<https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

All meal reimbursement rates include tips which may be up to but not exceed the limit specified by the applicable CalHR rules. All expenses in excess of the minimum threshold specified by the IRS must be accompanied by a receipt.

Reimbursement for alcoholic beverages is not authorized.

When traveling less than twenty-four (24) hours, an employee may claim breakfast and/or dinner based on the following timeframes:

- Trip begins at or before 6 am and ends at or after 9 am - Breakfast may be claimed
- Trip begins at or before 4 pm and ends at or after 7 pm - Dinner may be claimed
- Lunch and/or incidentals may not be claimed

Under the IRS rules, an employee may not claim lunch or incidentals on one-day trips. However, AAA4 will pay for lunch (receipt required) when an employee is in the field or at a one-day training. When trips are less than twenty-four (24) hours and there is no overnight stay, meals claimed under the IRS-rules are taxable.

When traveling twenty-four (24) hours or more, an employee may claim meals based on the following timeframes:

Day 1

- Trip begins at or before 6 am - Breakfast may be claimed
- Trip begins at or before 11 am - Lunch may be claimed

- Trip begins at or before 5 pm - Dinner may be claimed

Day 2 (or more)

- Trip ends at or after 8 am - Breakfast may be claimed
- Trip ends at or after 2 pm - Lunch may be claimed
- Trip ends at or after 7 pm - Dinner may be claimed

An employee may claim only his/her/their actual expense for meals. In the event of an individual tax audit, the employee must be prepared to furnish receipts substantiating the amount claimed.

All meal reimbursement rates include tips which may be up to but not exceed 15%. Expenses in excess of the allowable incidentals rate must be accompanied by a receipt.

Lodging Reimbursement

Lodging reimbursement rates are based on the county or city of lodging and vary considerably. Employees are advised to confirm current reimbursement rates prior to travel.

Out of State Travel

See www.gsa.gov/travel-resources for current reimbursement rates.

No travel outside the state of California shall be reimbursed unless prior written authorization is obtained from the ED. CalHR travel reimbursement rules shall apply.

Travel Time

For non-exempt employees, time spent driving (in excess of one's normal commute) or as a passenger on an airplane, bus, taxi, or car, or other mode of transportation in traveling to and from an out-of-town business-related trip and time spent waiting to purchase a ticket, check baggage, or get on board is considered time spent under the Agency's control and is compensable as hours worked.

Flexing Work Hours on Travel Days

A non-exempt employee who wishes to confine, to the greatest extent possible, his/her/their workday to the time spent actually traveling rather than observing his/her/their regular work schedule may do so upon request.

Personal Vehicle Use for Work

An employee of, volunteer for, or intern with the Agency on Aging Area 4 (AAA4) may be required to use his/her/their personal vehicle when traveling away from the primary worksite/office for work. Whenever driving on behalf of AAA4, the following rules apply:

1. Prior to the employee/volunteer/intern (hereinafter referred to as "driver") being allowed to drive in the conduct of work, the driver must confirm in writing, using the Personal Vehicle Use Driver Acknowledgement form, that he/she/they has/have current vehicle registration, current automobile insurance indicating automobile liability coverage, and a current California Driver License (CDL). Upon any change

to the registration or the insurance the driver must notify AAA4 and complete a new Personal Vehicle Use Driver Acknowledgement form.

2. The driver must obey all traffic laws and practice safe/defensive driving at all times to prevent injuries and property damage.
3. The driver and all passengers must wear seat belts while the automobile is in motion.
4. If the driver needs to have access to a cell phone while driving, such access must be hands free and should be kept to a minimum to avoid unnecessary distraction.
5. While on AAA4 business the driver may not transport any other person as a passenger unless that person is an employee, volunteer, intern, or Advisory Council/Governing Board member or associate working on behalf of AAA4 or is a person that has been otherwise authorized by a supervisor to be a passenger due to a legitimate business purpose.
6. Any driver who has had his/her/their driving license revoked or suspended must immediately notify his/her/their supervisor of the loss of driving privileges and may not drive on behalf of AAA4 until or unless all driving privileges are restored.
7. Confidential documents must be protected from viewing by others while in the vehicle and must be maintained under lock and key (in the locked vehicle or, preferably, locked trunk of the vehicle) at any time when the vehicle is left unattended. All Agency-owned property must be safely secured in the vehicle and any loss or theft of documents and/or property must immediately be reported to the driver's supervisor or manager (according to availability).
8. No driver may operate a personal vehicle for work when his/her/their ability to do so safely is impaired by illness, fatigue, injury, prescription medication, alcohol, or use of any drug or intoxicant.
9. Any driver involved in an accident in his/her/their personal vehicle while conducting work on behalf of AAA4 must report such accident to his/her/their supervisor or manager within twenty-four (24) hours of the accident regardless of how minor the accident may have been.
10. AAA4 shall require each person driving on behalf of the Agency to complete a Personal Vehicle Use Driver Acknowledgement form prior to commencing to drive for the Agency. The form shall attest to the driver's acceptance of his/her/their responsibility to adhere to the Agency's rules governing personal vehicle use and to the driver's possession of current proof of valid driver's license as well as liability insurance and vehicle registration for the vehicle being operated to conduct work for the benefit of AAA4.

11. Upon any change(s) to the driver's liability insurance and/or vehicle registration that would impede, interfere with, or void his/her/their lawful right to drive the vehicle, the driver shall within three (3) business days notify the Agency of the change, voiding the Personal Vehicle Use Driver Acknowledgement form.
12. AAA4 does not furnish any insurance for the protection of the driver if any claim or suit is made against the driver arising out of his/her/their operation of his/her/their personal vehicle nor is any insurance provided by the organization to repair damage that may occur to the driver's personal vehicle. All purchase, insurance, licensing, operating, and maintenance and repair costs associated with using a personal vehicle for work are the responsibility of the driver/vehicle owner.
13. Reimbursement for mileage and incidental expenses incurred while driving for work shall be made in accordance with AAA4 policy as noted earlier in this Appendix.

PERSONAL VEHICLE USE DRIVER ACKNOWLEDGEMENT

Before operating a personal vehicle for the benefit of the Agency on Aging Area 4 each employee/volunteer/intern or other authorized person must confirm that he/she/they has/have read and agree to follow the STAFF TRAVEL policy as defined in Appendix M of the Employee Handbook and by completion of this Driver Acknowledgement certify that he/she/they is/are qualified to safely operate a vehicle.

PRINT NAME HERE _____

By signing this Driver Acknowledgement form, I certify that I am qualified to safely operate a vehicle for business on behalf of the Agency on Aging Area 4 (Agency). I understand that driving on behalf of the Agency comes with risks and that my safety and the safety of others is of utmost importance. I specifically certify the following (*please initial each line*):

- I have a valid license for operating a vehicle and will keep it in my possession at all times while driving on behalf of the Agency.
- I agree to comply with all rules and regulations required of me as a licensed driver.
- I agree that I and any passenger(s) in my vehicle will wear a seat belt at all times when the vehicle is in motion.
- I do not have any outstanding tickets or pending court actions for violations of the California Vehicle Code that would result in the suspension or revocation of my license.
- I agree to notify the Agency immediately upon the suspension, revocation, or expiration of my license.
- I agree to promptly notify my supervisor of any traffic citations, moving violations or accidents that I might incur while driving on behalf of the Agency.
- I will not drive while impaired.
- I have reviewed and commit to following the STAFF TRAVEL policy of the Agency.
- I have current proof of valid driver's license, auto insurance coverage, and vehicle registration, will provide them to the Agency should circumstances dictate, and will notify the Agency of any changes to said documents as required by the STAFF TRAVEL policy.
- I understand that the limits and coverage provided by my personal automobile insurance are applicable to any accidents or incidents that involve my vehicle while I am driving on behalf of the Agency.
- I agree to maintain my vehicle in good, safe operating condition.

Signed _____ **Date** _____

APPENDIX N: COMPLAINT REPORTING FORM

The purpose of this form is to provide a mechanism to encourage reporting in a safe manner of any action or suspected action taken within Agency on Aging Area 4 (AAA4) that is believed to be illegal, fraudulent, unethical or in violation of any adopted policy of AAA4. Anyone reporting a violation must act in good faith and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred.

NO ONE WHO IN GOOD FAITH MAKES A REPORT OR COOPERATES IN THE INVESTIGATION OF A VIOLATION SHALL SUFFER HARASSMENT, RETALIATION, OR ADVERSE EMPLOYMENT CONSEQUENCES.

Any report which the complainant knows to be false in totality or in part will be viewed as a malicious act and may result in disciplinary action being taken against the perpetrator(s) of the falsehood(s).

Is this the first time you are filing a report for the improper conduct?

_____ Yes

_____ No, please state the date(s) or approximate date(s) of your previous report(s).

Name of Person Filing Report*

*You are not required to provide your name and may retain anonymity. If you choose to provide your name, it will remain confidential whenever possible. Providing your name may facilitate the investigation of the misconduct. Anyone filing an anonymous report will not be updated as to the progress of the investigation but do understand that investigations are taken seriously and will be addressed. Making a complaint does not automatically shield you from consequences of your own involvement in unlawful or improper conduct. However, full, and frank admissions may be considered in deciding disciplinary actions.

Name

Date

Name of Person(s) Subject to this Complaint

Name _____

Relation/Position** _____

**If this person is not an employee of AAA4, please list his/her/their position or relationship to AAA4 (e.g., Governing Board Member, Volunteer)

Complaint Report

Please include as much detail as possible to enable a thorough investigation of the matter. Please go beyond the question prompts and the lines provided if necessary to adequately describe the matter.

What act occurred and how do you believe it was fraudulent, illegal, or inappropriate? *If applicable*, please describe the nature of any injury or damage sustained.

When and where did the misconduct occur? (Please indicate if the actions were committed over a period of time)

What do you believe enabled the act(s) to occur? Examples might be lack of controls/policy/procedures, circumvention of controls/policies/procedures, or collusion with other individuals? Are you aware of any stated or unstated motive for the misconduct?

Does the misconduct involve the participation of people external to AAA4?

Is/Are there a/any witness/witnesses that can confirm the misconduct? Please include contact information if it would not otherwise be readily available to AAA4.

EVIDENCE: Please attach a copy or original of any supporting documents or other evidence in your possession, if any. **DO NOT ATTEMPT TO OBTAIN** more evidence. You are a reporting party and not an investigator of the alleged misconduct.

APPENDIX O: TELECOMMUTING POLICY

The Agency on Aging Area 4 (AAA4) recognizes that remote working - working part or full time from a designated area outside the office - has become a welcome alternative means of effectively accomplishing the work of the Agency and meeting the needs of its employees/interns. AAA4 considers telecommuting to be a viable, flexible work option when both the employee/intern and the job are suited to such an arrangement. AAA4 supports a hybrid work model that allows staff/interns to telecommute while preserving some designated time in the office. Any telecommuting arrangement must strike a balance between flexibility and accountability.

Remote work for non-exempt employees is not available out-of-state except when prompted by business necessity and the work is temporary or transient in nature, consists of isolated transactions, or fulfills a particular business need.

Telecommuting is not an entitlement or a universal employee/intern benefit. It will most often be voluntary or, as in the case of a public health and safety emergency order, may be mandated. To the extent possible, telecommuting arrangements shall be determined collaboratively between the Agency and the employee/intern.

Eligibility

Eligibility for telecommuting is based on both the position/assignment and the employee/intern. Not every job, nor every employee/intern, is well-suited for telecommuting. Eligibility for telecommuting will be determined with input from the employee's/intern's supervisor and based on the mutual benefit to the Agency and the employee/intern in allowing for working off-site.

Employees/interns who are not meeting performance or conduct expectations may not be eligible to telecommute.

Application

An employee/intern wishing to telecommute is required to meet with his/her/their supervisor to agree upon a baseline hybrid schedule as reasonably can be anticipated. Once the baseline schedule has been set, the employee/intern must then complete the AAA4 Telecommute Application and Agreement Form (Application) and submit it to his/her/their supervisor for final review and acceptance, with or without amendments, or denial. An application which has been denied is not subject to challenge or grievance as telecommuting is a privilege and not a right or assured benefit of employment.

Schedules

Telecommuting arrangements may be made as a regular and recurring schedule, an occasional or variable schedule, or as a combination of the two. The Agency recognizes that responsibilities such as child, elder, or other dependent care can be successfully integrated into a telecommuting schedule. As a result, a schedule may include split shifts to accommodate these types of personal responsibilities with the understanding that the full obligation of scheduled work hours must be accomplished. The hours of work need

not be contiguous but should be predictable if the hours are going to be split by other than rest and lunch breaks.

Example: Madeline wants to work from home and be able to pick up her children from school. Madeline collaborates with her supervisor to set a baseline schedule of Monday through Thursday from 8 to 6 with 45 minutes added to her afternoon break at 2:30 so that she can routinely pick up her children.

Example: Buzz is the primary caretaker for his father who requires medical assistance primarily at midday. Buzz sets a schedule with his supervisor that allows him to work from 7 to 11, stop working for 3 hours, and then finish the rest of his workday beginning at 2 in the afternoon.

Clearly there will be situations where work responsibilities or personal needs will warrant deviation from the baseline schedule. Occasional changes need to be communicated to the supervisor in advance whenever possible and in the same manner as would apply were one requesting vacation or sick leave time on short notice.

Once a schedule has been set, it should not change without the approval of the supervisor, or, in the case of a mandated telecommuting schedule, without at least five (5) business days' notice to the employee/intern of any amendment or termination of the telecommuting requirement.

An employee intending to work out-of-state must make a request in writing to his/her/their supervisor/manager providing the dates and location of the assignment and the justification for the out-of-state work. If supported by the supervisor/manager the written request will be submitted to the ED for approval or rejection and a copy of the written request with the final determination indicated will be forwarded to and maintained by Payroll.

Employees/interns who telecommute on a regular and recurring basis must be available to work at the regular worksite on telecommuting days if needed. Conversely, approval will be given to an employee/intern who requests an occasional, ad hoc change to his/her/their telecommuting schedule so long as the business needs of the Agency will still be met as determined by the supervisor.

Terms and Conditions

AAA4 needs to be aware of the employee's/intern's work location as a matter of accountability and safety. Any change in the employee's/intern's scheduled remote work location must be communicated to the employee's/intern's supervisor and all health and safety considerations apply to any remote work location utilized by the employee/intern.

Telecommuting does not change the duties, obligations, responsibilities, terms, or conditions of AAA4 employment/internship. Telecommuting employees/interns

must comply with all AAA4 rules, policies, practices, and instructions. Particular adherence to the policies governing discrimination, sexual harassment, acceptable use of electronic media and information, and confidentiality of information continue regardless of the work location and must be scrupulously maintained.

Telecommuting employees/interns may take care of personal business during unpaid lunch periods or paid breaks as they would at the regular worksite.

Work Hours

All of the rules applicable to the regular worksite are applicable while telecommuting:

- Employees/interns must be performing Agency work during scheduled work hours
- Employees/interns may take care of personal business during unpaid lunch periods or paid breaks as they would at the regular worksite
- Employees/interns may not engage in activities while telecommuting that would not be permitted at the regular worksite
- **Employees/interns must take legally mandated rest and lunch breaks**
- Employees/interns must account for, and report time spent telecommuting in the same manner as is required at the regular worksite
- Employees may work overtime only when directed to do so and as approved in advance by the immediate supervisor or a manager
- Employees must obtain approval to use vacation, sick, or other leave in the same manner as employees who do not telecommute
- Employees must be available to participate in staff meetings via TEAMS or ZOOM (or other applicable virtual meeting tools) as required
- Employees/interns are expected to be available to accept/respond to telephone calls, emails, and Chat messages as they would at the regular worksite

Worksite

A telecommuting employee/intern must work in an environment that allows him/her/them to perform his/her/their duties safely and efficiently. Employees/interns are responsible for ensuring that their work areas comply to the greatest extent possible with the standards and measures for health and safety observed by the Agency (exclusive of those such as Active Shooter Safety that apply to the regular worksite).

AAA4 is not liable for damages to an employee's/intern's personal or real property while the employee is working at an alternate worksite.

Confidentiality

A telecommuting employee/intern must ensure the confidentiality of all materials and information maintained at the alternate worksite. Documents must be secured and may not be kept in a manner that would allow them to be seen or accessed by those not authorized to view them. Employees/interns may not disclose confidential or private files, records, materials, or information, and may not allow access to Agency networks or databases nor share information from them to anyone who is not authorized to have access.

No confidential information may be retained on an employee's/intern's personal computer or other electronic device or in printed form once the need for access to it has been exhausted. All confidential information to be deleted/destroyed must be accomplished in a timely manner consistent with existing policies and procedures.

Worker's Compensation

Employees are covered by workers' compensation laws when performing work duties at their designated alternate work locations during their scheduled work hours. An employee who suffers a work-related injury or illness while telecommuting must immediately notify his/her/their supervisor or a manager and follow the required accident and illness policy and procedures as if the injury or illness had occurred at the regular worksite.

Costs

AAA4's engagement in telecommuting agreements is intended to be cost neutral. AAA4 is not required to provide telecommuting employees/interns with materials or supplies needed to establish an alternate worksite (desk, chair, computer/laptop, software, cell phone, copier, etc.) except when the telecommuting arrangement is mandated.

An employee/intern seeking to telecommute must, with input from his/her/their supervisor, identify the equipment, software, supplies, and support (hereinafter referenced as equipment) required to successfully work at an alternate location. If the Agency does not provide the needed equipment and the employee/intern does not have the needed equipment, the employee/intern will not be eligible to telecommute.

The exception to the above applies when the telecommuting is mandated, in which case AAA4 will provide the employee/intern with the essential equipment to accomplish his/her/their required duties and will reimburse the employee/intern for those personal expenses the Agency deems necessary to accomplish the employee's/intern's duties.

Use and Care of Agency Equipment

Equipment provided by the Agency is to be used solely by the employee/intern and only for Agency business.

A telecommuting employee/intern must protect Agency equipment from theft, loss, and damage. The employee may be liable for the replacement or repair of the equipment in compliance with applicable laws on negligence or intentional conduct in the event of theft, loss, or damage.

Any equipment, software, files, and databases provided by the Agency remain the property of the Agency. A telecommuting employee/intern must strictly adhere to the Agency's Acceptable Use Procedures.

Employees/interns must contact their supervisor or the IT Help Desk if equipment, connectivity, or other supply problems prevent them from working while telecommuting.

Time and Mileage

When telecommuting is mandated, time and mileage will be paid for any required trips to the office (i.e., docking a laptop). When telecommuting is no longer mandated, time and mileage to and from the office will not be paid. Time and mileage commuting to another location as part of the conduct of business during a workday will be paid as usual.

Example: If the employee is telecommuting and his/her/their job includes attending community meetings or conducting on-site audits, mileage would be calculated from the closest starting point to the destination. If the closest starting point is the employee's home, then mileage would be calculated from home. If the closest starting point is the office, then mileage would be calculated from the office.

Unplanned Closures

In the event of a closure due to civil unrest, employee safety concerns, failure of public utilities, and/or "acts of god" or natural disasters, the following apply:

- If telecommuting and unable to work from home, non-exempt employees will be expected to work from the Agency offices.
- If the Agency offices are closed, non-exempt employees will be expected to work from home or another appropriately secure location, recognizing that some non-exempt employees may be unable to work remotely due to lack of accessibility to Agency systems/technology.
- Non-exempt employees will only be paid for time worked and may elect to take accrued leave as compensation for the closure time.

Severability

AAA4 may deny, end, or modify a telecommuting agreement for any business reason, including, but not limited to the employee's/intern's failure to comply with the terms of his/her/their telecommuting agreement. Similarly, a telecommuting employee/intern may end or request to change a telecommuting agreement with five (5) business days' notice.

3. Employee's/Intern's emergency contact(s) while telecommuting (name, phone number(s), email):

4. Employee/Intern intends to integrate child/elder/dependent care into a flexibly defined workday (circle one): Yes No

II. WORK STANDARDS AND PERFORMANCE

1. While telecommuting, Employee/Intern will:
 - Remain accessible during the telecommute schedule described above;
 - Regularly communicate with the supervisor/manager/ED to stay current on assigned/relevant tasks, projects, and issues;
 - Answer incoming calls to the designated Agency telephone number via computer using a software plug-in (Mitel);
 - Regularly throughout the workday check and respond to work-related emails, voicemails, TEAM calls/chats, and other routine communications;
 - Be available for video/teleconferences scheduled as needed;
 - Utilize the camera feature on the computer to show his/her/their face during group meetings unless technologically unable to do so;
 - Be available to physically attend scheduled work meetings/activities at the primary worksite or other location as requested or required by AAA4;
 - If non-exempt (hourly), properly record all hours worked each day in compliance with AAA4 policies and practices;
 - If non-exempt (hourly), obtain supervisor's approval in advance of working any overtime hours;
 - **Take rest and meal breaks in full compliance with all applicable AAA4 policies;**
 - Request supervisor's approval to use vacation, sick, or other leave in accordance with Agency policies and procedures; and
 - Request supervisor's approval to temporarily change the alternate worksite.

2. Employee/Intern will comply with all AAA4 rules, policies, practices, and instructions that would apply if the Employee were working at AAA4's primary work site, including, but not limited to, policies governing telecommuting/remote

work, use of technology, confidentiality, harassment and discrimination, and workplace safety.

3. Employee/Intern must strictly adhere to the AAA4 Acceptable Use Policy in order to preserve the option to telecommute.
4. Employee's/Intern's duties, obligations, responsibilities, and terms and conditions of employment with AAA4 remain unchanged except for those obligations and responsibilities specifically addressed in this Agreement.
5. Employee/Intern may conduct AAA4 business only on/through AAA4-provided/approved laptop, software plug-in (Mitel) telephonic device, network, smartphone, etc.
6. Employee/Intern acknowledges that telecommuting is a privilege, not a right, and is not subject to any grievance process.
7. Employee/Intern acknowledges that this Agreement may be evaluated on an ongoing basis to ensure that the Employee's/Intern's work quality, efficiency, and productivity are not compromised by the telecommuting arrangement captured in this Agreement.

III. SAFETY

1. Employee/Intern agrees to maintain a safe, secure, and ergonomic work environment; comply with all applicable workplace safety rules, policies, and instructions; and to report work-related injuries to AAA4 immediately.
2. Employee/Intern will complete the AAA4-provided Telecommuting Safety Checklist to certify the work area is safe in accordance with all workplace safety rules and policies.
3. Employee/Intern agrees to hold AAA4 harmless for injury to others at the telecommuting location.
4. With reasonable notice and at a mutually agreed upon time, AAA4 may make on-site visits to Employee's/Intern's telecommuting location to ensure that the designated workspace is safe and free from hazards and provides adequate protection and security of AAA4 property; and to maintain, repair, inspect, or retrieve AAA4 property.

IV. EQUIPMENT AND INFORMATION SECURITY

1. Employee/Intern agrees that AAA4 equipment will not be used by anyone other than the employee/intern and only for business-related work. Employee/Intern understands that all equipment, records, and materials provided by AAA4 will remain the property of AAA4.
2. Employee/Intern is responsible for immediately reporting any problems with AAA4 equipment and is solely responsible for any damage that may occur to AAA4 equipment.
3. Employee/Intern agrees to protect AAA4-owned equipment, records, and materials from unauthorized or accidental access, use, modification, destruction, disclosure, or theft and to report to his/her/their supervisor any incidents of loss, damage, or unauthorized access at the earliest reasonable opportunity.
4. Employee/Intern must follow all policies, practices, and instructions regarding the safety and security of any confidential and/or proprietary information.
5. At the termination of this Agreement, or upon request of AAA4, Employee/Intern agrees to immediately return any and/or all AAA4 equipment or to reimburse AAA4 for the value of damaged or lost equipment.
6. AAA4 agrees to supply Employee/Intern with the following equipment, in addition to the standard equipment provided and accessible at the primary work site, for purposes of facilitating this telecommuting agreement:

ITEM	ISSUE DATE	ID/SERIAL NO.	RETURN DATE	NOTES

V. EXPENSES

1. AAA4 will reimburse Employee/Intern for all pre-approved necessary, non-routine expenditures directly related to telecommuting.
2. AAA4 will not reimburse Employee/Intern for tools, equipment, or supplies normally maintained and available for Employee use at the Agency worksite.
3. AAA4 will not reimburse Employee/Intern for maintenance or other incidental costs associated with the use of the alternative worksite.
4. AAA4 will not reimburse Employee/Intern for mileage costs for travel between the Agency worksite and the alternate worksite as part of voluntary telecommuting.

This Agreement is not a contract for employment and should not be construed as such. The relationship between AAA4 and Employee remains At-Will.

I affirm that I have read and understood the Telecommuting Policy and this Agreement and have answered the questions in Section I. Work Schedule. I accept and will follow the terms and conditions for telecommuting as an employee of AAA4.

Employee/Intern Signature _____

Date _____

Supervisor Signature _____

Date _____

Telecommuting Safety Checklist

The following checklist is designed to assess the overall safety of the alternate work location. Each employee planning on participating in a telecommuting agreement is required to read and complete the self-certification safety checklist, indicating Yes or No to each question. Upon completion, the checklist should be reviewed with the supervisor, corrective actions taken where needed and then noted, and the final checklist attached to the Telecommuting Agreement form.

GENERAL CONDITIONS			
1.	Is the workspace located away from noise and distractions, and devoted to work needs?	Yes	No
2.	Does the workspace accommodate the workstation, equipment, and related material?	Yes	No
3.	Are the floors clear and free from hazards?	Yes	No
4.	Are filing cabinets and storage closets arranged so drawers and doors do not open into walkways?	Yes	No
5.	Are electrical cords (e.g., phone, internet, power, etc.) secured under a desk or along the wall, and away from heat sources?	Yes	No
6.	Is the temperature, ventilation, and lighting adequate?	Yes	No
7.	Is there a drinkable water supply?	Yes	No
8.	Are there adequate restroom facilities?	Yes	No
9.	Are all stairs with four or more steps equipped with handrails?	Yes	No
10.	Are the carpets well secured to the floor and free of frayed or worn seams?	Yes	No
11.	Is the workspace free of asbestos-containing materials?	Yes	No
12.	If asbestos-containing material is present, is it undamaged and in good condition?	Yes	No
FIRE SAFETY			
13.	Is there a working smoke detector in the workspace area?	Yes	No
14.	Is a fire extinguisher readily available?	Yes	No
15.	Are the walkways, aisles, and doorways unobstructed?	Yes	No
16.	Is the workspace free of trash, clutter, and flammable liquids?	Yes	No
17.	Are all radiators and portable heaters located away from flammable items?	Yes	No
18.	Does employee have an evacuation plan in the event of a fire?	Yes	No
ELECTRICAL SAFETY			
19.	Are there sufficient accessible electrical outlets?	Yes	No
20.	Is the necessary equipment (e.g., computer, printer, etc.) connected to a surge protector?	Yes	No
21.	Is the electrical system adequate for necessary office equipment?	Yes	No
22.	Is all electrical equipment, including plugs, cords, outlets, and panels, free of recognized hazards that would cause physical harm (e.g., frayed wires, bare conductors, loose wires, flexible wires running through walls, exposed wires fixed to the ceiling)?	Yes	No
23.	Is equipment placed close to electrical outlets?	Yes	No
24.	Are extension cords and/or power strips linked, or daisy chained together?	Yes	No
25.	Is the equipment turned off when not in use?	Yes	No

WORKSTATION			
26.	Are the chair casters (wheels) secure, and the rungs and legs of the chair sturdy?	Yes	No
27.	Is the chair adjustable (e.g., height, tilt, armrest height)?	Yes	No
28.	Is the employee's back adequately supported by a backrest?	Yes	No
29.	Are the employee's feet on the floor or adequately supported by a footrest?	Yes	No
30.	Does the employee have enough leg room at the workstation?	Yes	No
31.	If the employee has a standing desk/workstation, is there a floor/anti-fatigue mat for the employee to stand on?	Yes	No
32.	Is there sufficient lighting for job duties (e.g., reading, writing, typing, drafting, etc.)?	Yes	No
33.	Are computer monitors free from noticeable glare?	Yes	No
34.	Are computer monitors adjustable?	Yes	No
OTHER SAFETY/SECURITY MEASURES			
35.	Are all files and data secure?	Yes	No
36.	Are business materials and equipment in a secure place that can be protected from damage and misuse?	Yes	No
37.	If applicable, does the employee use up-to-date anti-virus software, keep virus definitions up to date and run regular scans?	Yes	No
38.	If applicable, is there a secure method to connect to company network, such as a virtual private network (VPN)?	Yes	No
39.	Does the employee have emergency phone numbers (hospital, fire department and police department) readily accessible at the workspace?	Yes	No

I have completed this Telecommuting Safety Checklist, addressed any safety concerns with my supervisor, and have corrected any noted deficiencies. I understand that I am required to continue to maintain a safe and secure work environment while telecommuting.

Signed _____ Date _____

APPENDIX P: ABUSE AND MOLESTATION PREVENTION POLICY and PROCEDURES

Policy

The Agency on Aging Area 4 (AAA4) does not permit actual or threatened acts of physical or mental/emotional abuse, sexual abuse, sexual molestation, or sexual misconduct to occur in the workplace or at any activity in which AAA4 is a sponsor or active participant. Employees, Board members, Advisory Council members, interns, and volunteers are required to assure that there is no tolerance for abuse or molestation while they are acting on behalf of the Agency.

AAA4 has adopted procedures to respond to acts or threats of abuse or molestation that may occur on its premises or at off-site meetings under its control. The Abuse and Molestation Prevention Policy and Procedures are captured in the Employee Handbook and are provided separately to all persons acting on behalf of AAA4.

Background Checks

All employees, interns, and volunteers are required to submit to a background check in order to act on behalf of AAA4.

Reporting Procedure

At the first sign, indication, or knowledge of abuse or molestation occurring within an area of AAA4 responsibility, the employee or other witnesses MUST immediately notify a supervisor or manager. This includes alerting the supervisor or manager both to any individual(s) engaged in activities that a reasonable person would consider to be alarming or potentially leading to abuse or molestation and to any actual abuse or molestation by employees, as well as by other members of the public.

Any witness or reporting party should not attempt to physically intercede between the abuser(s) and the victim.

If the supervisor or manager determines that there is a credible threat to the safety of the victim, he/she/they will make immediate arrangements to call for law enforcement assistance and will then notify the Executive Director that the Agency is responding to an event of alleged abuse or molestation. The Executive Director shall notify any other regulatory agency as appropriate.

Investigation Procedure

If the supervisor or manager determines that there is reasonable cause for concern that abuse or molestation has or could be occurring, he/she/they must promptly open an impartial investigation into the circumstances and notify the Executive Director that the Agency has opened an investigation. At a minimum, the investigative team shall include the supervisor or manager, an Ombudsman, and an HR representative.

Every reasonable effort will be made to keep the identity of the individual(s) making a report and the matters involved in the allegation as confidential as possible. If warranted, the Executive Director may assign the responsibility for the investigation to a qualified third party.

AAA4 shall suspend, without pay, any employee suspected of abuse or molestation during the course of their employment pending completion of the investigation. Should the investigation prove the allegation(s) against an employee to be unfounded, the employee will be immediately returned to work and all wages lost during the investigation will be restored.

Upon completion of its investigation, the investigating team shall make a written report to the Executive Director detailing the result of the investigation and any actions recommended. That report, along with any materials collected during the investigation, shall be made available to law enforcement or other appropriate regulatory body upon their request.

Cooperation with Investigators

All AAA4 employees Board members, Advisory Council members, interns and volunteers are expected to cooperate fully with any law enforcement agency conducting any investigation pursuant to a complaint of abuse or molestation stemming from their employment by or affiliation with the Agency.

Disciplinary Actions

Any person found to have knowingly and purposefully provided false information to the investigators will be appropriately sanctioned including, if an employee, disciplined up to and including release from his/her/their employment. Any employee determined to have participated in any threatened or actual abuse or molestation (or other conduct that violates the intent of this policy) will be subject to disciplinary action, up to and including release from employment.

Retaliation and Witness Intimidation Prohibited

AAA4 prohibits retaliation against or intimidation of any person who in good faith reports intended or actual abuse or molestation. Retaliation against a participant in the investigation is also prohibited. Any person who attempts to interfere with the integrity of the investigation through coercion, intimidation, or retaliation shall be sanctioned or, if an employee of the Agency, disciplined.

Training and Review

Employees, Board members, Advisory Council members, interns, and volunteers shall be regularly trained on recognizing the indications of abuse and molestation and shall receive a copy of the Abuse and Molestation Prevention Policy, which shall also be periodically reviewed and updated as appropriate.

APPENDIX Q: REASONABLE ACCOMMODATION FOR DISABILITY POLICY AND PROCEDURES

General Provisions

The Agency on Aging Area 4 (AAA4), in compliance with law and to support full inclusion in the workplace for disabled employees, seeks to assure that an employee with a qualified disability is protected from discrimination due to that disability and is provided with such reasonable accommodation as is warranted for he/she/they to accomplish his/her/their assigned duties. To that end, this policy and procedure is established to create a mechanism for addressing disability in the workplace in a measured and equitable manner, removing whenever and wherever possible those barriers that interfere with a disabled person's opportunity to accomplish the essential functions of his/her/their position and fully realize his/her/their potential as an employee of AAA4. Reasonable accommodation will be considered on a case-by-case basis and in a timely manner.

Definitions

Essential Functions: Job duties that are so fundamental to the position that an employee's inability to perform those duties represents an inability to do the job.

Qualified Disabled Employee: An employee who (1) meets the required skill, experience, and other job-related requirements of the position and has a physical or mental impairment and (2) can accomplish the essential functions required of the position with or without reasonable accommodation.

Reasonable Accommodation: Modification or adjustment to the physical work environment or to the method by which a task is generally performed that enables a qualified disabled employee to accomplish the essential functions of the position. Reasonable accommodation may include, but is not limited to, the following actions on behalf of the qualified disabled employee:

- Acquiring or modifying equipment or devices or workstations
- Adjusting work or leave schedules
- Job restructuring or reassignment
- Providing alternatives that facilitate productivity

Documentation of Disability

An employee requesting reasonable accommodation for a disability must provide such information as to help determine how the need for reasonable accommodation can best be met. That information must be provided in writing authored and signed by the attending medical practitioner(s) and must include the following:

1. A description of the impairment;
2. The scope, severity, and duration of the impairment;

3. The activity limited by the impairment;
4. The nexus of the activity limitation to the duties of the position held; and
5. Any specific recommendations as to best practice for addressing the manner of providing reasonable accommodation if warranted.

Any and all documentation related to the request for and granting of reasonable accommodation shall be maintained in a confidential medical file under lock and key. Access to that confidential medical file shall be strictly limited to those with a need to know, including the AAA4 staff needing information in order to provide the necessary accommodation(s) and first responders in case of medical emergency.

Any and all documentation related to the qualified disabled employee's medical history shall be similarly protected. Medical files shall be maintained separate from other employee personnel records. Access to medical files shall require the approval of the Executive Director.

Request for Reasonable Accommodation

An employee seeking reasonable accommodation for a temporary or permanent disability must first complete the AAA4 REQUEST FOR REASONABLE ACCOMMODATION form and present it to his/her/their immediate supervisor, manager, or to the designated Human Resources staff member. A meeting will be scheduled at the earliest possible opportunity to discuss the request and the possibilities for making the requested changes to the qualified disabled employee's work environment, tools, or schedule to facilitate the accomplishment of the essential functions of the job. That meeting shall be an interactive process engaging with the employee to determine the following:

1. The essential functions of the position;
2. The specific job limitations created by the impairment;
3. Whether or not the limitations substantially and negatively impact the employee's ability to accomplish the essential functions of the position;
4. The preferred accommodation(s) of the employee;
5. Determining the available alternatives for achieving reasonable accommodation to balance the preference(s) of the employee and the needs and resources of AAA4.

AAA4 will explore and implement those modifications or adjustments deemed reasonable and necessary and effective while observing, to the greatest extent possible, the confidentiality of the process and the preferences of the employee. The scope of the reasonable accommodation and all agreements made for mitigation of barriers to accomplishing the essential functions of the job will be provided in writing to the qualified disabled employee. The employee and AAA4 will engage in ongoing meetings to assure that the granted modifications are adequately meeting the needs of both parties. Where appropriate, changes to the reasonable accommodation will be made in accordance with the procedure outlined above.

In a case where the information provided by the employee is insufficient to fully examine alternatives for reasonable accommodation, the employee will be required to submit an AAA4 AUTHORIZATION FOR THE RELEASE OF MEDICAL INFORMATION form allowing AAA4 to communicate directly with the medical practitioner(s) solely regarding the necessary reasonable accommodation for the claimed impairment. No medical information outside the scope of the request may be solicited.

Should AAA4 determine, after interactive meetings and provision of medical information, that the reasonable accommodation will not be granted. The denial must be approved by the Executive Director. The denial of a Request for Reasonable Accommodation must be provided to the employee with a detailed explanation as to the specific reasons for the denial. The employee may request an interactive meeting with the Executive Director to appeal the denial ONLY IF he/she/they provide additional information from the attending medical practitioner, not previously provided during the interactive meeting(s), which would substantially support the Request for Reasonable Accommodation. The decision of the Executive Director shall be final.

Nothing in this policy and procedure shall prohibit AAA4 from engaging in a discussion of reasonable accommodation with an employee with a known or apparent disability if it is believed that he/she/they would benefit from such efforts in satisfactorily accomplishing the essential functions of the position. Likewise, AAA4 may not compel an employee to participate in any accommodation or work change that is not necessary to accomplish the essential functions of the position.

A qualified disabled employee who has been granted reasonable accommodation must adhere to the agreed upon accommodation(s) until such time as a release from the requirements for reasonable accommodation, signed by the employee and the attending medical practitioner(s) has been provided to AAA4.

PREGNANT WORKERS FAIRNESS ACT

Enacted June 27, 2023, and built upon protections already available under Title VII of the Civil Rights Act and the Americans with Disabilities Act (ADA), the Pregnant Workers Fairness Act requires most employers with 15 or more employees to provide reasonable accommodation or changes at work for a worker's known limitations related to, affected by, or arising out of pregnancy, childbirth, or related medical conditions.

AAA4 REQUEST FOR REASONABLE ACCOMMODATION

Employee Name _____ Date _____

- By my checkmark in this box, I am acknowledging that I have received a copy of the Reasonable Accommodation for Disability Policy and Procedure and have had the opportunity to become familiar with its contents.

I am requesting reasonable accommodation for the following specific functional limitation(s), either physical or mental:

I am requesting reasonable accommodation as I am currently unable to accomplish the following of my job duties due to my functional limitation(s):

The specific reasonable accommodation I am requesting is delineated in detail as follows:

(Attach additional information as needed to support this request)

I certify that I have a physical or mental condition that requires reasonable accommodation which I believe will assist me to perform the essential function(s) of my job. I understand that I may be requested to submit an Authorization for the Release of Medical Information form that authorizes my physician or other health care professional to provide AAA4 with medical information needed to evaluate this request for reasonable accommodation. I understand that this document and medical verification will be kept confidential and only used to evaluate this request.

Signature _____ Date _____

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

Date: _____

Employee: _____
Print Name

This is to acknowledge that I have received a copy of the Agency on Aging Area 4 Employee Handbook, including all its current appendices.

I understand that it is my responsibility to read the handbook and to become familiar with its contents. If I have any questions concerning the information in the handbook or any subsequent additions or changes made to it, I will bring them to the attention of my supervisor or the Executive Director.

I understand that the statements contained in the handbook constitute management and employee guidelines only and are in no way to be interpreted as a contract between the Agency on Aging Area 4 and any of its employees. I further understand that the Agency on Aging Area 4 reserves the right to change, modify, or delete any of its work rules and policies at any time and for any reason.

This will also confirm my understanding that this handbook is not a contract of employment and that no express or implied promise or guarantee with regard to the duration or terms of my employment, wages, or benefits is binding upon the Agency on Aging Area 4 unless made in writing and duly executed by the Governing Board and is clearly and specifically identified as a contract or agreement.

Finally, I understand that the original of this Employee Handbook Acknowledgement with my signature will be maintained in my personnel file.

Employee Signature

NOTES

