

BOARD OF DIRECTORS
FINANCE AND ADMINISTRATION COMMITTEE
September 17, 2025

COMMITTEE MEMBERS

LYNDA HOPKINS – CHAIR
NOELIA CORZO
DAVID HAUBERT
VICKI VEENKER

TYRONE JUE – VICE CHAIR
JUAN GONZÁLEZ III
SERGIO LOPEZ

**MEETING LOCATION(S) FOR IN-PERSON ATTENDANCE BY
COMMITTEE MEMBERS AND MEMBERS OF THE PUBLIC**

Bay Area Metro Center
1st Floor Board Room
375 Beale Street
San Francisco, CA 94105

Everline Resort and Spa, Lake Tahoe
Pyramid Peak Conference Room
400 Resort Road
Olympic Valley, CA, 96146

Santa Rosa Junior College Campus
Doyle Library, Room 148
1501 Mendocino Ave.
Santa Rosa, CA, 95401

San Mateo County
Board of Supervisors Offices
500 County Center, 5th Floor
Redwood City, CA 94063

THE FOLLOWING STREAMING OPTIONS WILL ALSO BE PROVIDED

These streaming options are provided for convenience only. In the event that streaming connections malfunction for any reason, the Finance and Administration Committee reserves the right to conduct the meeting without remote webcast and/or Zoom access.

The public may observe this meeting through the webcast by clicking the link available on the air district's agenda webpage at www.baaqmd.gov/bodagendas.

Members of the public may participate remotely via Zoom at <https://bayareametro.zoom.us/j/87016500649>, or may join Zoom by phone by dialing (669) 900-6833 or (408) 638-0968. The Webinar ID for this meeting is:
[870 1650 0649](https://bayareametro.zoom.us/j/87016500649)

Public Comment on Agenda Items: The public may comment on each item on the agenda as the item is taken up. Members of the public who wish to speak on a matter on the agenda will have two minutes each to address the Committee on that agenda item, unless a different time limit is established by the Chair. No speaker who has already spoken on an item will be entitled to speak to that item again.

The Committee welcomes comments, including criticism, about the policies, procedures, programs, or services of the District, or of the acts or omissions of the Committee. Speakers shall not use threatening, profane, or abusive language which disrupts, disturbs, or otherwise impedes the orderly conduct of a Committee meeting. The District is committed to maintaining a workplace free of unlawful harassment and is mindful that District staff regularly attend Committee meetings. Discriminatory statements or conduct that would potentially violate the Fair Employment and Housing Act – i.e., statements or conduct that is hostile, intimidating, oppressive, or abusive – is *per se* disruptive to a meeting and will not be tolerated.

FINANCE AND ADMINISTRATION COMMITTEE MEETING AGENDA

WEDNESDAY, SEPTEMBER 17, 2025

1:00 PM

Chairperson, Lynda Hopkins

1. Call to Order - Roll Call

The Committee Chair shall call the meeting to order and the Clerk of the Boards shall take roll of the Committee members.

2. Pledge of Allegiance

CONSENT CALENDAR (Items 3-4)

The Consent Calendar consists of routine items that may be approved together as a group by one action of the Committee. Any Committee member or member of the public may request that an item be removed and considered separately.

3. Approval of the Draft Minutes of the Finance and Administration Committee Meeting of July 10, 2025

The Committee will consider approving the Draft Minutes of the Finance and Administration Committee Meeting of July 10, 2025.

4. Authorization to Attend the United Nations Framework Convention on Climate Change Conference of the Parties 30 and Related Events, and Enter into a Sponsorship Agreement with The Climate Registry

The Committee will consider recommending the Board of Directors 1) authorize Chair Lynda Hopkins and Vice Chair Vicki Veenker to travel to Brazil to attend the United Nations Framework Convention on Climate Change Conference of the Parties 30 and related events, and receive compensation and reimbursement per the Air District's Meeting Compensation and Expense Reimbursement Policy, 2) authorize Chair Hopkins to adjust the specific attendees as the need may arise, and 3) authorize the Executive Officer/APCO to enter into a sponsorship agreement with The Climate Registry in an amount not-to-exceed \$75,000 to support the sub-national delegation.

INFORMATIONAL ITEM(S)

5. Proposed Changes to the Administrative Code Personnel Section

The Committee will consider and discuss proposed changes to the Air District's Administrative Code, replacing language from the legacy Division III – Personnel Policies and Procedures section. The Committee will discuss streamlining the Administrative Code by creating a Personnel Manual for employee policies yet retaining key Board of Directors and APCO authorities in the Code. This item will be presented by Human Resources Manager, Clif Brady and outside counsel Jay Trinnaman, Partner with Atkinson, Andelson, Loya, Ruud and Romo.

OTHER BUSINESS

6. Public Comment on Non-Agenda Matters

Pursuant to Government Code Section 54954.3, members of the public who wish to speak on matters not on the agenda will be given an opportunity to address the Committee. Members of the public will have two minutes each to address the Committee, unless a different time limit is established by the Chair. The Committee welcomes comments, including criticism, about the policies, procedures, programs, or services of the District, or of the acts or omissions of the Committee. Speakers shall not use threatening, profane, or abusive language which disrupts, disturbs, or otherwise impedes the orderly conduct of a Committee meeting. The District is committed to maintaining a workplace free of unlawful harassment and is mindful that District staff regularly attend Committee meetings. Discriminatory statements or conduct that would potentially violate the Fair Employment and Housing Act – i.e., statements or conduct that is hostile, intimidating, oppressive, or abusive – is per se disruptive to a meeting and will not be tolerated.

7. Committee Member Comments

Any member of the Committee, or its staff, on his or her own initiative or in response to questions posed by the public, may: ask a question for clarification, make a brief announcement or report on his or her own activities, provide a reference to staff regarding factual information, request staff to report back at a subsequent meeting concerning any matter or take action to direct staff to place a matter of business on a future agenda. (Gov't Code § 54954.2)

8. Time and Place of Next Meeting

Wednesday, October 15, 2025, at 1:00 p.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Finance and Administration Committee members and members of the public will be able to either join in-person or via webcast.

9. Adjournment

The Committee meeting shall be adjourned by the Chair.

CONTACT:

MANAGER, EXECUTIVE OPERATIONS
375 BEALE STREET, SAN FRANCISCO, CA 94105
vjohnson@baaqmd.gov

(415) 749-4941
FAX: (415) 928-8560
BAAQMD homepage:
www.baaqmd.gov

- Any writing relating to an open session item on this Agenda that is distributed to all, or a majority of all, members of the body to which this Agenda relates shall be made available at the Air District's offices at 375 Beale Street, Suite 600, San Francisco, CA 94105, at the time such writing is made available to all, or a majority of all, members of that body.

Accessibility and Non-Discrimination Policy

The Bay Area Air District (Air District) does not discriminate on the basis of race, national origin, ethnic group identification, ancestry, religion, age, sex, sexual orientation, gender identity, gender expression, color, genetic information, medical condition, or mental or physical disability, or any other attribute or belief protected by law.

It is the Air District's policy to provide fair and equal access to the benefits of a program or activity administered by Air District. The Air District will not tolerate discrimination against any person(s) seeking to participate in, or receive the benefits of, any program or activity offered or conducted by the Air District. Members of the public who believe they or others were unlawfully denied full and equal access to an Air District program or activity may file a discrimination complaint under this policy. This non-discrimination policy also applies to other people or entities affiliated with Air District, including contractors or grantees that the Air District utilizes to provide benefits and services to members of the public.

Auxiliary aids and services including, for example, qualified interpreters and/or listening devices, to individuals who are deaf or hard of hearing, and to other individuals as necessary to ensure effective communication or an equal opportunity to participate fully in the benefits, activities, programs and services will be provided by the Air District in a timely manner and in such a way as to protect the privacy and independence of the individual. Please contact the Non-Discrimination Coordinator identified below at least three days in advance of a meeting so that arrangements can be made accordingly.

If you believe discrimination has occurred with respect to an Air District program or activity, you may contact the Non-Discrimination Coordinator identified below or visit our website at www.baaqmd.gov/accessibility to learn how and where to file a complaint of discrimination.

Questions regarding this Policy should be directed to the Air District's Non-Discrimination Coordinator, Diana Ruiz, Acting Environmental Justice and Community Engagement Officer at (415) 749-8840 or by email at druiz@baaqmd.gov.

BAY AREA AIR DISTRICT
375 BEALE STREET, SAN FRANCISCO, CA 94105
FOR QUESTIONS PLEASE CALL (415) 749-4941

EXECUTIVE OFFICE:
MONTHLY CALENDAR OF AIR DISTRICT MEETINGS

SEPTEMBER 2025

<u>TYPE OF MEETING</u>	<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>ROOM</u>
Board of Directors Policy, Grants and Technology Committee	Wednesday	17	10:00 a.m.	1 st Floor Board Room
Board of Directors Finance and Administration Committee	Wednesday	17	1:00 p.m.	1 st Floor Board Room
Community Advisory Council Meeting	Thursday	18	6:00 p.m.	Juntos Fruitvale Cultural Arts Center 3357 International Boulevard Oakland, CA 94601

OCTOBER 2025

<u>TYPE OF MEETING</u>	<u>DAY</u>	<u>DATE</u>	<u>TIME</u>	<u>ROOM</u>
Board of Directors Meeting	Wednesday	1	10:00 a.m.	1 st Floor Board Room
Advisory Council Meeting	Monday	6	10:00 a.m.	1 st Floor Board Room
Advisory Council Meeting	Monday	6	1:00 p.m.	1 st Floor Board Room
Board of Directors Stationary Source Committee	Wednesday	8	10:00 a.m.	1 st Floor, Yerba Buena Room
Board of Directors Community Equity, Health, and Justice Committee	Wednesday	8	1:00 p.m.	1 st Floor, Yerba Buena Room
Board of Directors Policy, Grants and Technology Committee	Wednesday	15	10:00 a.m.	1 st Floor Board Room
Board of Directors Finance and Administration Committee	Wednesday	15	1:00 p.m.	1 st Floor Board Room

MV 9/10/25 – 3:53 PM

G/Board/Executive Office/Moncal

BAY AREA AIR DISTRICT
Memorandum

To: Chairperson Lynda Hopkins and Members
of the Finance and Administration Committee

From: Philip M. Fine
Executive Officer/APCO

Date: September 17, 2025

Re: Approval of the Draft Minutes of the Finance and Administration Committee
Meeting of July 10, 2025

RECOMMENDED ACTION

Approve the Draft Minutes of the Finance and Administration Committee Meeting of July 10, 2025.

BACKGROUND

None.

DISCUSSION

Attached for your review and approval are the Draft Minutes of the Finance and Administration Committee Meeting of July 10, 2025.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Marcy Hiratzka
Reviewed by: Vanessa Johnson

ATTACHMENT(S):

1. Draft Minutes of the Finance and Administration Committee Meeting of July 16, 2025 V2

Bay Area Air Quality Management District
375 Beale Street, Suite 600
San Francisco, CA 94105
(415) 749-5073

Finance and Administration Committee Meeting
Wednesday, July 16, 2025

DRAFT MINUTES

This meeting was webcast, and a video recording is available on the website of the Bay Area Air Quality Management District at www.baaqmd.gov/bodagendas

CALL TO ORDER

1. **Opening Comments:** Finance and Administration Committee (Committee) Chairperson, Lynda Hopkins, called the meeting to order at 1:00 p.m.

Roll Call:

Present, In-Person (Bay Area Metro Center (375 Beale Street, 1st Floor Board Room, San Francisco, California, 94105): Chairperson Lynda Hopkins; Vice Chairperson Tyrone Jue; and Directors Juan González III, David Haubert, and Vicki Veenker.

Absent: Directors Noelia Corzo and Sergio Lopez.

2. **PLEDGE OF ALLEGIANCE**

CONSENT CALENDAR (ITEMS 3 – 8)

3. Approval of the Draft Minutes of the Finance and Administration Committee Meeting of April 16, 2025
4. Hearing Board Quarterly Report - January to March 2025
5. Hearing Board Quarterly Report - April to June 2025
6. Vendor Agreement with Golden Star Technology for Cybersecurity Infrastructure
7. Financial Update for the Third Quarter of Fiscal Year 2024-2025, Ending March 31, 2025
8. Fiscal Year 2024-2025 Third Quarter Reporting of Payments for Routine and Recurring Goods/Services Expenses and Contracts Executed under Delegated Authority

Public Comments

No requests received.

Committee Comments

None.

Committee Action

Director González made a motion, seconded by Director Veenker, to **approve** the Consent Calendar, Items 3 – 8, inclusive; and the motion **carried** by the following vote of the Committee:

AYES: González, Haubert, Hopkins, Jue, Veenker.
NOES: None.
ABSTAIN: None.
ABSENT: Corzo and Lopez.

INFORMATIONAL ITEMS

9. **PERMITTING STRATEGIES**

Pamela Leong, Engineering Division Director, gave the staff presentation *Permitting Strategies*, including: outcome; outline; background; recap of audit findings and Corrective Action Plan; Corrective Action Plan timeline; transition to Strategic Plan; Goal 4: Be Effective, Accountable, and Customer-Oriented; progress made; completed actions; application tracking – who has it; permit application tracking (with applicant); application history and status for the facility; application dashboard; recent metrics (in versus out, applications completed, Health Risk Assessments (HRA) in queue, timeliness for completed permit applications); progress made and takeaways; backlog reduction timeline (properly resourced); next steps; near-term actions; and longer-term actions.

Public Comments

Public comments were given by Gus Flores, United Contractors; Russell Snyder, California Asphalt Pavement Association; Chris Smith, Associated General Contractors of California; and Tamiko Endow, an Air District Employee who provided comments in her personal capacity.

Committee Comments

The Committee and Air District staff discussed appreciation for including stakeholders in the Permitting Taskforce, the request that this be a permanent, long-term body that meets regularly, and whether to form a Board ad hoc committee that is connected to this Taskforce; accountability needed from both applicants and Air District staff; strategies for best utilizing staff (temporary and permanent); the request for metrics to be more specific (percentages and numbers showing that a certain action yielded certain results); whether the Air District has considered utilizing artificial intelligence to help streamline the permitting process; the hope that the Air District will consider necessity, when considering how staff should prioritize their time (spend time on features that are nice to have, versus things that are necessary to have); the fact that litigation and enforcement often impacts Air District staff who process permit applications, and how to balance those demands with regular permitting work; the desire for the Air District to prioritize rulemakings that have significant health benefits; the desire for the Air District to establish before permit applicants expectations for an application's anticipated

timeline; the downsizing of Air District permitting staff in previous years, and whether current requests for staffing increases would restore the number of permitting staff the Air District used to have; the fact that some of the Air District's regulated facilities are small family-owned businesses who are especially financially impacted by increasing fees; the belief that waiting until 2028 to implement Phase 3 (adjust and maintain performance improvements as part of the Strategic Plan) is too long a wait, the request to expedite improvements to the permitting process on a faster timeline, and the request for a status report at the end of the 2025 Calendar Year; the request for regular updates to the Board on the status of permit backlog reduction, and the desire to see at least 50% of the permit backlog reduced by a date certain, sooner than 2027; whether the recruitment for the new position of Best Available Control Technology Consistency Coordinator can be expedited by hiring a consultant instead; the benefits and challenges of emerging technology; encouragement to Air District staff of not sacrificing one objective (public service to the community) for another (customer service to permitted facilities) and finding a way to balance both; the fact that small policy tweaks can result in more efficient operation outcomes; the suggestion of giving the full Board this exact presentation (not truncated) during a special Board meeting; and the fact that sometimes the best advice comes from those who are doing the work.

Committee Action

No action taken.

10. **COMMITTEE ASSIGNMENTS**

Dr. Philip M. Fine, Executive Officer/Air Pollution Control Officer, gave the staff presentation *Committee Assignments*, including: Air District Administrative Code; current process; proposed timeline; and Board of Directors Rules of Procedure.

Public Comments

No requests received.

Committee Comments

The Committee and Air District staff discussed whether there are any material changes being proposed to the current process.

Committee Action

No action taken.

OTHER BUSINESS

11. **PUBLIC COMMENTS ON NON-AGENDA MATTERS**

No requests received.

12. COMMITTEE MEMBER COMMENTS

None.

13. TIME AND PLACE OF NEXT MEETING

Wednesday, September 17, 2025, at 1:00 p.m. at 375 Beale Street, San Francisco, CA 94105. The meeting will be in-person for the Finance and Administration Committee members and members of the public will be able to either join in-person or via webcast.

14. ADJOURNMENT

The meeting was adjourned at 2:29 p.m.

Marcy Hiratzka
Clerk of the Boards

BAY AREA AIR DISTRICT
Memorandum

To: Chairperson Lynda Hopkins and Members
of the Finance and Administration Committee

From: Philip M. Fine
Executive Officer/APCO

Date: September 17, 2025

Re: Authorization to Attend the United Nations Framework Convention on Climate
Change Conference of the Parties 30 and Related Events, and Enter into a
Sponsorship Agreement with The Climate Registry

RECOMMENDED ACTION

Recommend to the Board of Directors that the Board take the following actions:

1. Authorize Chair Lynda Hopkins and Vice Chair Vicki Veenker to travel to Brazil to attend the United Nations Framework Convention on Climate Change Conference of the Parties 30 and related events in November 2025, and receive compensation and reimbursement per the Air District's Meeting Compensation and Expense Reimbursement Policy,
2. Authorize Chair Hopkins to adjust the specific attendees as the need may arise; and,
3. Authorize the Executive Officer/APCO to enter into a sponsorship agreement with The Climate Registry in an amount not to exceed \$75,000 to support the sub-national delegation.

BACKGROUND

The United Nations Framework Convention on Climate Change is hosting the Conference of the Parties 30 (COP30) in Belém, Brazil from November 10, 2025 through November 21, 2025. Related events that focus on climate change will begin at least a week prior to COP30. There are a number of non-federal delegations that attend COP30 from the US each year. The largest non-federal delegation that attends from the US is the "Sub-National Delegation" led by The Climate Registry.

DISCUSSION

About UNFCCC COP30

World leaders critical in addressing climate change will attend COP30 in Belém, Brazil. Joining them, among others, will be government representatives from around the world,

businesses and community for ten days of talks. COP30 provides a unique opportunity for Air District representatives to engage in critical discussions surrounding climate change and demonstrate the Air District's leadership in air quality.

Travel to COP30

For out-of-state and international travel to attend conferences, conventions, legislative advocacy trips and other compensable and reimbursable meetings covered by the Air District's Administrative Code, the Chair of the Board shall nominate Board members to attend such meetings for approval by the Board of Directors in consultation with the Executive Officer/APCO and Air District staff. While the Chair and Vice Chair shall have priority to represent the Air District at any event, in considering which other Board members may be selected for travel and represent the Air District, the Chair shall consider a number of criteria as detailed in the Air District's Meeting Compensation and Expense Reimbursement Policy.

With this consideration, the Air District will greatly benefit from Chair Hopkins and Vice Veenker's participation at COP30. Given the complexity of travel, it is recommended the Board provide Chair Hopkins with authorization to adjust the list of attendees, as needed. Executive Officer/APCO Dr. Philip M. Fine and Deputy Executive Officer Viet Tran will also travel to Brazil, to attend COP30 and related events.

Sponsorship of The Climate Registry

Sponsorship of The Climate Registry in an amount not-to-exceed \$75,000, entitles the Air District to several benefits. While the Air District is still coordinating with The Climate Registry on the terms of the sponsorship, which this year will likely include accommodation expenses, historically, the Air District has received logistical support at COP30, including pre-briefings, maps and delegate information. In addition, Air District representatives have received invitations to and recognition at The Climate Registry events.

BUDGET CONSIDERATION/FINANCIAL IMPACT

Funds for this sponsorship are included in the Fiscal Year Ending (FYE) 2026 budget, Program 127. Costs for travel to attend this conference, including travel, are estimated at \$17,000 for two Board members. Funds to cover these costs are included in the FYE 2026 budget for the Board of Directors, Program 121.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Sonam Shah-Paul
Reviewed by: Dr. Philip M. Fine, Viet Tran

ATTACHMENT(S):

None

BAY AREA AIR DISTRICT
Memorandum

To: Chairperson Lynda Hopkins and Members
of the Finance and Administration Committee

From: Philip M. Fine
Executive Officer/APCO

Date: September 17, 2025

Re: Proposed Changes to the Administrative Code Personnel Section

RECOMMENDED ACTION

None; the Committee will discuss this item, but no action is requested at this time.

BACKGROUND

In December of 2023, the Board of Directors approved substantial revisions to Divisions I (Operating Provisions) and II (Fiscal Provisions) of the Administrative Code. These revisions created a single document with improved efficiencies for the Board of Directors and agency functions. In the newly adopted Administrative Code effective January 1, 2024, the creation of a Personnel Policy Manual was called for while leaving Division III (Personnel Policies and Procedures) intact allowing for time for this extensive project.

In March of 2024, the Air District engaged consultant Baker Tilly to conduct a review of the Air District's personnel policies and processes to identify recommendations resolving operational gaps. Baker Tilly's work included interviews and focus groups with Air District leadership, Department personnel, staff, the Employee Association and Renne Public Law group. Baker Tilly also reviewed the Administrative Code, the Employee Association Memorandum of Understanding (MOU), Administrative Instructions and other relevant documents.

Baker Tilly's recommendations were consistent with direction provided in the Administrative Code effective January 1, 2024, advising the consolidation of Personnel Policies into a stand-alone manual containing all aspects of employment, benefits, performance, conduct, and other relevant topics which does not require Board of Directors Approval with each update. Baker Tilly's recommendations continue with revisions to the Administrative Code Division III to be revised as a comprehensive set of rules and regulations governing aspects of Air District operations, such as finance, taxation, public safety and more to be used by administrators, managers and officials. Baker Tilly also recommended the creation of a benefits resolution for unrepresented employees including information on benefits contribution rates, coverage options, and

eligibility to be approved by the Board of Directors.

Baker Tilly was engaged to revise and create policy language that would compose the initial Personnel Policies manual. Baker Tilly created 15 new policies and revised 20 policies throughout 2024 and early 2025.

In the fall of 2024, Human Resources and General Counsel identified a need to significantly revise the legacy Administrative Code Division III to allow for the creation of the policy manual. This work fell out of scope for the Baker Tilly policy revision and development work. In addition, because of extensive references from the MOU to Division III, the Air District determined that outside counsel with an expertise in labor relations would be beneficial to navigate the complicated project of significantly revising Administrative Code Division III language into a streamlined Personnel section to complement the January 1, 2024 Administrative Code and a stand-alone policy manual.

In late 2024, legal firm Atkinson, Andelson, Loya, Ruud and Romo (AALRR) was engaged to assist with legal review of policies drafted by Baker Tilly and to revise the Administrative Code Division III language into a streamlined administrative code, consistent with previous revisions to Division I and II. AALRR was also retained for the 2025 contract negotiations, providing the added benefit of coordination between MOU language, policies, and the streamlined administrative code.

DISCUSSION

STREAMLINED ADMINISTRATIVE CODE PROPOSED CHANGES

Final review of the proposed changes of Division III of the Administrative Code is underway. This represents a reduction from approximately 50 pages of substantive text to just over 10. The streamlined code presents clearly defined authorities granted by the Board of Directors to the Executive Officer/APCO. For example, the proposed code directs the Executive Officer/APCO to develop, maintain and administer personnel policies no longer requiring Board Approval and for the creation of new policies or revisions to existing policies. Legacy language from Administrative Code Division III that is best served in stand-alone policies, or the MOU, has been removed. Regulatory and discretionary personnel related topics such as Family Medical Leave Act (FMLA), Limits on Outside Employment, Background and Reference Checks, Equal Employment Opportunity and Reasonable Accommodation will be policies in the manual. Board oversight and approval was retained for salary and compensation, classifications plan and systems, creation of new positions, at-will employees and some exemptions to policy. Items related to employee benefits such as Health, Vision, Dental, Life and other fringe are removed and will be part of a Board-approved benefits resolution or covered in the MOU for represented employees.

In the end, the streamlined Administrative Code will provide clear guidance and authorities to the Executive Officer/APCO, create a guide for employees and their managers, and establish differentiation on benefits available to represented and unrepresented employees.

BUDGET CONSIDERATION/FINANCIAL IMPACT

None.

Respectfully submitted,

Philip M. Fine
Executive Officer/APCO

Prepared by: Clif Brady
Reviewed by: Hyancinth Hinojosa

ATTACHMENT(S):

1. Admin Code Personnel Policies & Procedures (Div. III from legacy Admin Code) - Effective Jan. 1 2024
2. Baker Tilly Recommended Policies 3.22.2024
3. Draft Administrative Code Revision - New Section 10 - Employment
4. Admin Code Presentation

BAY AREA
AIR QUALITY MANAGEMENT DISTRICT

Administrative Code
Personnel Policies and Procedures

Note:

This document contains the Personnel Policies and Procedures of the Bay Area Air Quality Management District. These Personnel Policies and Procedures have been retained from the Air District's Administrative Code that was in effect prior to January 1, 2024. The Board of Directors adopted a new Administrative Code that superseded the old code effective January 1, 2024, but it left in effect the Personnel Policies and Procedures in Division III of the old code (as well as any definitions to the extent they apply to the provisions in Division III). These Personnel Policies and Procedures shall remain in effect until superseded as provided for under Section 12.1 of the new Administrative Code. Unless and until superseded, the provisions of the Personnel Policies and Procedures set forth herein shall prevail in the event of any conflict with any provisions in the new Administrative Code.

TABLE OF CONTENTS

DEFINITIONS

i

Division III Personnel Policies & Procedures

SECTION 1	GENERAL POLICIES	1
SECTION 2	EQUAL EMPLOYMENT OPPORTUNITY POLICY (REVISED 10/5/11)	1
SECTION 3	RIGHTS AND OBLIGATIONS	3
SECTION 4	GRIEVANCE PROCEDURE	10
SECTION 5	CLASSIFICATION PLAN	12
SECTION 6	SALARIES	19
SECTION 7	EMPLOYMENT AND MERIT INCREASES	22
SECTION 8	HOURS OF WORK	23
SECTION 9	SEPARATIONS	27
SECTION 10	FRINGE BENEFITS	29
SECTION 11	LEAVE AND HOLIDAYS	34
SECTION 12	PERSONNEL TRANSACTIONS AND RECORDS	44
SECTION 13	METHOD OF FILLING VACANCIES	45

ADMIN CODE DEFINITIONS

As used in this Administrative Code, the following terms shall be defined as indicated.

- (a) **APCO** means the Air Pollution Control Officer, Deputy Air Pollution Control Officer acting for the APCO in his/her absence or other person to whom the APCO's duties have been delegated by the APCO.
- (b) **ASSOCIATION** means the Bay Area Air Quality Management District Employees' Association Inc., a recognized employee association, which represents the employees in the Clerical, Technical/General and Professional representation units for all matters of employer/employee relations.
- (c) **BOARD** means the Board of Directors of the Bay Area Air Quality Management District or an authorized committee composed of members of the Board of Directors.
- (d) **CLERICAL EMPLOYEE** means an employee engaged in administrative support activities which include internal and external communication, recording and retrieval of data and/or information and other paper work required in an office. Positions include, but are not limited to, Office Assistant, Accounting Assistant, Secretary.
- (e) **CONFIDENTIAL EMPLOYEE** means any employee who is privy to the decision-making process of the Bay Area Air Quality Management District management or the Board of Directors affecting employer-employee relations matters.
- (f) **DISTRICT** means the Bay Area Air Quality Management District.
- (g) **EMPLOYEE RELATIONS OFFICER** means the APCO or other person designated by the APCO or the Board of Directors to act for the District in employer-employee relations matters.
- (h) **EMPLOYEE** means any person employed by the District on a regular, probationary, or limited term basis, excepting those persons elected or appointed to the Board of Directors, Advisory Council, Hearing Board or similar body. Limited term employees shall not be treated as employees for the purposes of Division III of this Administrative Code until they have worked at least 1,000 hours within a fiscal year. (Rev. 7/20/94)
- (i) **EMPLOYEE ORGANIZATION** means any employee organization recognized and certified by the District which includes employees of the District and which has as one of its primary purposes the representation of such employees in their relations with the District. (Rev. 7/20/94)
- (j) **LIMITED TERM EMPLOYEE** means any person employed by the District to work on one or more specific projects of limited duration, or for a specified period of time, and whose employment with the District is expected to terminate at the conclusion thereof. (Rev. 7/20/94)
- (k) **MANAGEMENT EMPLOYEE** means the APCO, Deputy Air Pollution Control Officers, Division Directors, Section Managers, District Counsel, attorneys and Senior Advanced Projects Advisors.
- (l) **MEET AND CONFER** means the mutual obligation to meet and confer in good faith in order to freely exchange information, opinions, and proposals, and to endeavor to reach agreement on matters within the scope of representation. No agreement shall be binding on any party unless it is reduced to writing and approved by the Board and the Association.

- (m) **MEMORANDUM OF UNDERSTANDING** means the agreement between the Board and the Association.
- (n) **PROFESSIONAL EMPLOYEE** means an employee engaged in work requiring specialized knowledge and skills attained through completion of a recognized course of instruction, including, but not limited to, accountants, engineers, planners, meteorologists, statisticians, and the various types of physical, chemical and biological scientists.
- (o) **RECOGNIZED EMPLOYEE ORGANIZATION** means an employee organization which has been certified pursuant to the revisions of Section I-10.5(a) through (h) as representing the employee in a particular representation unit.
- (p) **REPRESENTATION UNIT** means a unit of District employees established pursuant to the provisions of Sections I-10.4(a) through (g).
- (q) **REPRESENTATIVE** means a person or persons designated and authorized by a recognized employee organization to represent its membership.
- (r) **SCOPE OF REPRESENTATION** includes all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment; except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.
- (s) **TECHNICAL EMPLOYEE** means an employee engaged in work requiring scientific or technical knowledge and manual skills attained through college training or through on the job training, including, but not limited to; inspectors, laboratory technicians, and instrument specialists.

Division III

Personnel Policies & Procedures

SECTION 1 GENERAL POLICIES

The personnel policy of the Bay Area Air Quality Management District is to ensure District employees of uniform procedures for handling personnel matters and to maintain the efficiency of the District's operations through the employment of competent persons. The District seeks to provide working conditions that will be conducive to good morale.

This personnel policy is applicable to all employees of the District. However, some items herein may be superseded by provisions of the Memorandum of Understanding in effect between the District and the Employees' Association. Unless specifically made applicable to all employees by a resolution of the Board of Directors, conflicting provisions in the MOU will apply only to those persons in the representation units encompassed by the Employees' Association.

The personnel policies and procedures of the District are patterned after the State of California's Rules and Regulations.

The responsibility and authority for setting personnel policy and procedures are vested in the Board of Directors. The Personnel Committee of the Board is responsible for receiving recommendations from staff and other sources concerning policy and practices and making recommendations to the Board of Directors.

The responsibility and authority for the administration of the policy and procedures are vested in the APCO.

1.1 Representation Units

The staff of the District are represented by one of the following four Representation Units: Technical/General, Professional, Confidential or Management. The Technical/General Unit includes those employees identified as members of the Clerical and Technical classes except for those employees included in the Confidential Unit. The Professional Unit include those employees identified as members of the Professional classes. The Confidential Unit include those employees identified as members of the Legal Services class, the Personnel class and Executive Secretaries. The Management Unit include those employees identified as members of the Management classes. The above mentioned classes are described in Section III-5.7.

SECTION 2 EQUAL EMPLOYMENT OPPORTUNITY POLICY (REVISED 4/10/14)

The Board of Directors of the Bay Area Air Quality Management District affirms its policy to provide equal employment opportunities for all persons to be recruited, employed, placed, selected for training, trained, evaluated, promoted, demoted, laid off, terminated, compensated, assigned work and otherwise treated without regard to race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age or sexual orientation.

The District is committed to maintaining a meaningful Equal Employment Opportunity Plan. It is the responsibility of the Human Resources Office, under the direction of the Director of Administrative Services and under the general direction of the Executive Officer/Air Pollution Control Officer, to ensure the spirit and intent of the Equal Employment Opportunity Plan is carried out.

2.1 OBJECTIVES. (Revised 4/10/2014)

- (a) The District will insure that each employee and applicant is afforded an equal opportunity in all aspects of the employment process without regard to race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age or sexual orientation.
- (b) The District will analyze its work force and the population of the Bay Area.
- (c) The District will focus its equal opportunity efforts on enhanced outreach and training programs.
- (d) The District will establish and administer programs for employment, training and promotion of all employees without regard to race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age or sexual orientation.
- (e) The District will be responsible for Equal Employment Opportunity Plan and designate an Equal Employment Opportunity Officer.
- (f) The District is committed to making a good faith effort to successfully achieve Equal Employment Opportunity.
- (g) Sexual harassment is contrary to basic standards of conduct between individuals and is prohibited by EEOC regulations. The District will therefore insure that the workplace is free from sexual harassment. Sexual harassment is defined in EEOC regulations, and includes, but is not limited to, the following: unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when such conduct is made explicitly or implicitly a term or condition of employment, is used as a basis for employment decisions, or has the purpose or effect of interfering with work performance or creating an otherwise offensive working environment.
- (h) The District will insure that no qualified person will be discriminated against on the basis of a disability. All qualified persons that can perform the essential functions of the job, with or without reasonable accommodation that does not create "undue hardship" for the District, shall be provided an equal opportunity for employment and promotion. All terms used in this section are defined in the regulations implementing the Federal Americans with Disabilities Act.

2.2 RESPONSIBILITY FOR EQUAL EMPLOYMENT OPPORTUNITY. (Revised 10/5/11)

- (a) The Air Pollution Control Officer of the District has the overall responsibility to the Board of Directors for actions by the staff in planning, coordinating, implementing, evaluating and reporting on all phases of the Equal Employment Opportunity Plan.
- (b) The responsibilities of the Equal Employment Opportunity Officer are listed in the Equal Employment Opportunity Plan.

2.3 DISCRIMINATION COMPLAINT PROCEDURE (Revised 4/10/2014)

Unlawful discrimination refers to discrimination based on race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age, or sexual orientation.

An employee or group of employees who believes an incident involving a violation of the District's equal employment opportunity policy has arisen, may submit the complaint (in writing) to the Equal Employment Opportunity Officer.

- STEP 1 The written complaint must be received by the Equal Employment Opportunity Officer within 30 days of the alleged discrimination and must specify the particulars of the alleged discrimination, including

specific acts and/or statements. Although the specific act must have occurred within 30 days, supplementary or background information supporting the complaint may be included. If a complaint is received in an incomplete form, the Equal Employment Opportunity Officer will advise the complainant that help in its preparation can be arranged. A group of employees filing at the same time must allege acts of similar nature to be considered for class action.

STEP 2 The Equal Employment Opportunity Officer will evaluate the complaint and, if necessary, conduct an investigation.

STEP 3 Discrimination complaints found by the Equal Employment Opportunity Officer to be valid will be forwarded to the APCO for appropriate action. Complaints found by the Equal Employment Opportunity Officer to be invalid may be appealed to the APCO within ten (10) working days of the Equal Employment Opportunity Officer's decision. Any complaint decision forwarded or appealed to the APCO shall be acted upon within ten (10) working days of receipt.

SECTION 3 RIGHTS AND OBLIGATIONS

3.1 MANAGEMENT RIGHTS.

The rights of the District management include, but are not limited to, the exclusive right to, subject to the provisions of the Memorandum of Understanding and consistent with applicable laws and regulations:

- (a) Determine the mission of its constituent departments, boards, and staff committees.
- (b) Set standards of service.
- (c) Determine the procedures and standards of selection for re-employment and promotion.
- (d) Hire, promote, transfer, assign, retain in position, direct, or take other non-disciplinary action toward its employees and to relieve them from duty because of lack of work or for other legitimate reasons.
- (e) Maintain the efficiency of all operations and exercise complete control and discretion over its organization and the technology of performing its work.
- (f) Determine the methods, means and personnel by which District operations are to be conducted.
- (g) Determine the content of job classifications.
- (h) Take all necessary actions to carry out its mission in emergencies.

3.2 EMPLOYEE RIGHTS.

- (a) The rights of employees of the District include, but are not limited to, the right to, subject to the provisions of this agreement and consistent with applicable laws and regulations:
 - (1) Form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matter of employer-employee relations.
 - (2) Refuse to join or participate in the activities of any employee organizations.

- (3) Represent themselves individually in their employment relations with the District.
- (b) The scope of representation by the Association shall include all matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by law or executive order. This subsection parallels Sec. 3504 of the Meyers-Milias-Brown Act and will automatically be amended to reflect any amendment to or replacement of said statutory section on the effective date of any such change.
- (c) The District and the Association shall not interfere with, intimidate, restrain, coerce, or discriminate against employees because of their exercise of these rights.
- (d) Any matter which is within the scope of the Meyers-Milias-Brown Act and is within the scope of the Memorandum of Understanding that the District acts upon without meeting and conferring shall be null and void.

3.3 **DISCIPLINARY ACTION AND RIGHT OF APPEAL. (Revised 9/6/2023)**

- (a) Except for individuals in classifications which serve at the pleasure of the Board of Directors or the District Counsel (see Section III-3.3(c), below), the APCO shall have the right, for due cause, to demote, dismiss, reduce in pay, or suspend without pay any employee. Notice of such action must be in writing and served on such employee by personal service, by e-mail at the address on file with the District, or by first class U.S. mail (or equivalent). Except for individuals serving in the classifications listed in subsection (c), below, the notice will state the action to be taken and contain the reasons for such action.
- (b) Except as provided herein, employees, as defined in Section I, Definitions, shall have the right to appeal the disciplinary action, through the grievance procedure defined in Section III-4.
- (c) The following individuals shall serve at the will of the appointing authority and shall not have any right to appeal any disciplinary action through the grievance procedure defined in Section III-4, regardless of whether they held a prior position in the District. Individuals appointed to the classifications identified below may also be subject to a fixed term of employment and the incumbent will be separated at the expiration of that term (unless said term is extended by the identified appointing authority). Individuals appointed to the classifications identified below are not subject to a probationary period pursuant to Section III -7.3. Likewise, individuals appointed to the classifications identified below are not subject to the Layoff and Recall provisions of Section III-9.3
 - (1) Any individual appointed by the Board of Directors and employed under an employment contract, including the Executive Officer/APCO and District Counsel;
 - (2) Any individual appointed by the Executive Officer to the classification of Chief Operating Officer, who shall serve at the pleasure of the Executive Officer/APCO;
 - (3) Any individual appointed by the Executive Officer to the classification of Deputy Executive Officer after January 1, 2023, shall serve at the pleasure of the Executive Officer/APCO;
 - (4) Any individual appointed by the District Counsel to the classification of Senior Assistant Counsel, who shall serve at the pleasure of the District Counsel; and

- (5) Limited Term employees.
- (d) Notwithstanding Section 3.3(c), any existing District employee who is appointed to the Deputy Executive Officer or Senior Assistant Counsel classification after January 1, 2023, but prior to January 1, 2024, shall be entitled to return to a vacant position in the last classification they held prior to their appointment to the Deputy Executive Officer or Senior Assistant Counsel classification, and at the same salary step they held prior to their appointment to the Deputy Executive Officer or Senior Assistant Counsel classification. Reinstatement to the vacant position shall occur upon the termination of their appointment to the Deputy Executive Officer or Senior Assistant Counsel classification, whether that occurs (1) at the end of a specified term, (2) due to their voluntary request to vacate the classification, or (3) at the discretion of the District Counsel or Executive Officer/APCO.
- (1) For a Deputy Executive Officer, if no vacant position exists in the employee's previously-held classification, the employee shall be offered alternate employment by the District. The form of alternate employment shall be at the discretion of the Executive Officer but may include a vacant position in any classification for which they meet the minimum qualifications as determined by the Executive Officer, reclassification of an existing position, or creation of a new position. Alternatively, the Executive Officer/APCO may reclassify a Deputy Executive Officer position to a lower classification. Employees under this provision will be placed at the salary step closest to the current pay for the salary prior to their appointment to the Deputy Executive Officer classification. If the top step of the salary range for the employee's new position is lower than the current pay for the salary the current pay for the prior to their appointment to the Deputy Executive Officer classification, the employee's salary will be Y-rated at the current pay for the salary step they held prior to their appointment to the Deputy Executive Officer classification, without the need for additional Board approval under Section III-6.5.
- (2) For a Senior Assistant Counsel, if no vacant Assistant Counsel position exists, the District Counsel shall reclassify the Senior Assistant Counsel position to Assistant Counsel, and reclassify an existing Assistant Counsel position to Senior Assistant Counsel. In the event of reclassification of a Senior Assistant Counsel under this paragraph, the reclassified Senior Assistant Counsel will be placed at the Assistant Counsel salary step they occupied prior to appointment to the Senior Assistant Counsel classification.
- (3) For employees who have not completed probation prior to being appointed to the Deputy Executive Officer or Senior Assistant Counsel classification, their probationary period for their previous position will continue to run after appointment to their new position. If such an employee returns to their previous classification prior to the end of that probationary period, the employee will be required to complete any remaining probation in their reinstated position after reinstatement and will have only those rights accorded probationary employees by these rules until the end of the probationary period. If such an employee returns to their previous classification after the end of the probationary period for their previous position, they will not be required to complete any further probation and will not be limited to the rights accorded probationary employees.
- (4) Employees appointed pursuant to this Section III-3.3(d) are subject to discipline up to and including suspension while in the classification of Deputy Executive Officer or Senior Assistant Counsel without appeal. However, if the District seeks to terminate an individual who had already passed probation in a District classification with appeal rights, the individual will first be removed from the

Deputy Executive Officer or Senior Assistant Counsel classification and reinstated to another classification as provided in Section III-3.3(d)(1) or III-3.3(d)(2), above. The District may then initiate disciplinary proceedings up to and including termination and the employee may appeal that termination pursuant to the grievance procedure defined in Section III-4. The discipline may be based in whole or in part on conduct which occurred in the Deputy Executive Officer or Senior Assistant Counsel classification. However, any reinstatement would be to the employee's current (civil service) classification. Discipline imposed on an employee in a Deputy Executive Officer or Senior Assistant Counsel classification may be used for purposes of progressive discipline.

3.4 OATH OF ALLEGIANCE.

Employees of the District will sign an oath of allegiance as required by the laws of the State of California.

3.5 PHYSICAL EXAMINATIONS.

A physical examination or a personal statement of good health may be required by the District after an employment offer has been made.

3.6 SEXUAL HARASSMENT AND OTHER UNACCEPTABLE CONDUCT.

In order to ensure a work environment that is free from all forms of unlawful discrimination or harassment, the following kinds of conduct, as defined by the Federal Equal Employment Opportunity Commission (EEOC), are prohibited:

“Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.”

The regulations of the California Fair Employment and Housing Commission also define harassment broadly to include:

- (a) Verbal harassment, e.g., epithets, derogatory comments or slurs (on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age, or sexual orientation);
- (b) Physical harassment, e.g., assault, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual (on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age, or sexual orientation);
- (c) Visual forms of harassment, e.g., derogatory posters, cartoons, or drawings on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, age, or sexual orientation;

3.7 EMPLOYEES' TIME OFF TO VOTE.

Employees who wish to vote in the national and state elections may claim time off to vote under the provisions of the State Election Code, Section 14350:

“If a voter does not have sufficient time outside of working hours to vote at a statewide election, the voter may, without loss of pay, take off enough working time which when added to the voting time available outside of working hours will enable the voter to vote.

No more than two hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift, unless otherwise mutually agreed.

If the employee on the third working day prior to the day of election knows or has reason to believe that time off will be necessary to be able to vote on election day, the employee shall give the employer at least two working days' notice that time off for voting is desired, in accordance with the provision of this section."

3.8 DRUG-FREE WORKPLACE.

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance on District premises or while conducting District business off-premises is prohibited. Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences.

The District recognizes drug dependency as an illness and a major health problem. Employees needing help in dealing with such problems are encouraged to use the District's employee assistance referral program and health insurance plans, as appropriate. Conscientious efforts to seek such help will not jeopardize any employee's job, and will not be noted in any personnel record.

Employees must, as a condition of employment, abide by the terms of the above policy and report any conviction under a criminal drug statute for violations occurring on or off District premises while conducting District business. A report of the conviction must be made within five (5) days of the conviction.

3.9 SAFETY

The District subscribes to and fully supports the purpose, principles, and intent of the Occupational Safety and Health Act of 1970 and complies with all applicable Federal and State laws which relate to health and safety. The District has established a Safety Committee to assist in compliance with the Act. The Safety Committee shall be comprised of two members of District management and three members chosen by the Association, with at least one from each unit, and the members shall choose a chairperson from its members to serve a term of one year. The Personnel manager shall serve as an ex-officio member.

The Safety Committee shall make inspections of the work place as needed. They will meet once every two months to discuss safety matters, including serious accidents and accidents which result in lost time as soon after the occurrence as practical. The Committee shall provide a summary of the meeting and accident findings to the APCO. The APCO shall respond to the Safety Committee's recommendations within ten (10) working days.

Employees shall report unsafe working conditions to their immediate supervisor and may report these conditions to the Safety Committee.

3.10 WORKPLACE VIOLENCE

The District is committed to providing a safe workplace for all employees, which includes preventing workplace violence. In order to achieve this objective, the cooperation of employees and their supervisors is critical. Both employees and supervisors should be aware of early warning signs of potentially violent situations and how to respond. Threatening words or actions should be treated seriously. In the event that a violent or potentially violent situation does arise, the following steps are to be followed:

- (a) If there is an immediate threat to the personal safety of an employee in the field, the employee shall contact local law enforcement authorities as soon as possible. The employee shall thereafter contact his or her immediate supervisor and Division Director and shall completely describe the situation.

- (b) If there is an immediate threat to the personal safety of an employee in the District offices, the employee shall contact District security by dialing 5158, or if there is no answer after two rings, by dialing 0 and asking the operator to send District security to the employee's work area. The employee shall thereafter contact his or her immediate supervisor and Division Director and shall completely describe the situation.
- (c) As soon as possible after any such incident, the employee shall complete a Critical Incident Report. All such reports shall be routed to the District Legal Division and to the Personnel Section of the Administrative Division through the APCO. The Personnel Section shall maintain a Critical Incident Log of all such reports. The Legal Division shall review each such incident and shall make a formal recommendation to the APCO regarding further action to be taken.
- (d) Within one week after receiving the Legal Division's recommendation, the APCO shall prepare a memorandum setting forth the key facts of the incident and the APCO's formal determination of further action to be taken as a consequence of the incident. This memorandum shall be forwarded to the Personnel Section to be maintained as part of the Critical Incident Log and shall be distributed to all Division Directors for dissemination to District employees who might encounter a similar incident in connection with their workplace activities.

3.11 SMOKEFREE WORK SITE

In recognition of the District's leadership role in public health and air quality, and inasmuch as smoking is a leading contributory factor in many causes of death in California, the District hereby adopts a policy that promotes nonsmoking at the work site.

It is the intent of the District to provide a work atmosphere which is as free as is practicable of tobacco use and its undesired effect. This policy is applicable to all District facilities or other areas controlled by the District, whether leased or owned, including space in buildings shared with other agencies or businesses. This policy shall extend to District-owned vehicles unless specifically exempted by the APCO because the vehicle is only used by smokers.

- (a) **DEFINITION:** "Smoking" means inhaling, exhaling, burning, or carrying a lighted cigarette, cigar, pipe, or other lighted smoking equipment for tobacco or any other plant.
- (b) **IMPLEMENTATION:** Smoking is strictly prohibited in the District office and satellite offices except the following designated areas:
 - 1) On the District Office roof area
 - 2) Portals (open to atmosphere) that lead to the rear emergency exit stairwell (however, smoking in the stairwell itself shall always be prohibited)

Designated smoking areas may be redefined if the District finds that smoke from these areas interferes with the health and safety of District employees.

"Smoke breaks" will be permitted at the discretion of the supervisor and the employee, in lieu of regular breaks or rest periods.

- (c) **ADMINISTRATION OF THIS POLICY:** Managers and supervisors are responsible for informing all employees in their charge of the District's smoking policy. All new hires will be advised during orientation to the District.
- (d) **CONFLICT RESOLUTION:** Alleged violations of the policy may be reported through the existing Safety incident report process as specified in the Memorandum of Understanding. Employees violating the policy will be subject to disciplinary measures, including termination of employment.

3.12 Fraud, Misconduct, and Dishonesty in the Workplace. (Addition 1/02/09)

- (a) It is the policy of the District to prevent, investigate and correct fraud, misconduct and dishonesty in the workplace.
- (b) No employee shall commit fraud or acts of misconduct or dishonesty against the District or in connection with his or her District employment.
- (c) Fraudulent acts and acts of misconduct and dishonesty in District employment include, but are not necessarily limited to, the following:
 - Forgery or unauthorized alteration of District financial records, including checks and warrants payable to or by the District;
 - Misappropriation of District goods or assets, e.g., furniture, fixtures, equipment, and office supplies;
 - Misappropriation of District funds and securities;
 - Falsification of employee timesheets or District work reports and products;
 - Knowingly false reporting or handling of District funds for financial transactions;
 - Having a personal financial interest in any purchase, sale or contract with a vendor or contractor made by the employee in his or her capacity as a District employee;¹
 - Unpermitted personal use or receipt of District assets, goods, funds, and services;
 - Unauthorized solicitation or acceptance of, gifts, gratuities, or other consideration from contractors, vendors or consultants providing goods or services to the District;
 - Solicitation of, asking, acceptance of, or agreement to accept any gratuity, gift or other consideration from someone other than the District for performing District employment;²
 - Solicitation of, asking, acceptance of, or agreement to accept a bribe for taking action in one's capacity as a District employee in a matter that is pending or that may take place;³
 - Knowingly unpermitted disclosure of confidential or proprietary District information to non-District persons and entities;
 - Intentional or negligent, unpermitted destruction or damage of District goods or assets, e.g., furniture, fixtures, equipment, and office supplies;
 - Use of, or being under the influence of, alcohol or illegal drugs in the course of performing District duties and responsibilities; and
 - Willful failure to perform the duties and tasks of one's District employment.
- (d) Retaliation against an employee who reports reasonable suspicion of the existence or occurrence of an act of fraud, misconduct or dishonesty is prohibited.

¹ Cal. Government Code section 1090.

² Cal. Penal Code section 70.

³ Cal. Penal Code section 68.

SECTION 4

GRIEVANCE PROCEDURE

4.1 DEFINITION. (Revised 5/3/2023)

A grievance is an employee claim of (a) an alleged violation, misunderstanding, or misinterpretation of a specific section of the Memorandum of Understanding, or (b) any matter within the scope of the Meyers-Milias-Brown Act, or (c) any disciplinary action or demotion, except for separations covered by Section III-9.3 (Layoff and Recall) or discipline involving individuals appointed to the classifications identified in Section III-3.3(c). The parties recognize that disputes should be resolved expeditiously at the lowest possible administrative level. Herein is a systematic procedure for obtaining consideration of grievances.

4.2 STEPS IN THE GRIEVANCE PROCEDURE.

STEP 1. An employee who believes he or she has a grievance will first discuss the grievance with his or her immediate supervisor. The employee must report the grievance to the supervisor within ten (10) working days after the occurrence. After meeting with the employee and attempting to resolve the issue, the supervisor will discuss the decision with the employee within ten (10) working days of the submission of the grievance.

STEP 2. If the employee is not satisfied with the decision at STEP 1, the employee may submit the grievance in writing within ten (10) working days to the Division Director. The written grievance will specify the particulars of the matter including specifically citing articles. The Association will be given written notice of grievances taken to STEP 2. The Division Director or a designee will discuss the grievance with the employee, attempting to resolve the issue, and will render a decision to the employee in writing within ten (10) working days of the submission of the grievance.

STEP 3. If the employee is not satisfied with the division's decision, the employee may submit the grievance in writing within ten (10) working days to the Air Pollution Control Officer. The written grievance will specify the same particulars of the matter including specific articles. The Air Pollution Control Officer or designee will discuss the grievance with the employee, attempting to resolve the issue, and will render a decision to the employee in writing within ten (10) working days of the submission of grievance.

STEP 4. If the employee is not satisfied with the Air Pollution Control Officer's decision, the employee may within ten (10) working days request of the APCO that the grievance be heard before an impartial grievance advisor. The written grievance will specify the same particulars of the matter including specific articles. Within ten (10) working days of receipt of such request, the APCO shall notify the appropriate agency with a request that copies of all future correspondence be sent to the grievant or grievant's representative.

The grievance advisor will be selected mutually by the District and the employee. The District and the employee will select a grievance advisor from the American Arbitration Association or the California Conciliation Service, depending on the nature of the grievance. The rules and procedures of the American Arbitration Association or the California Conciliation Service, as applicable, will prevail, including its procedure for selecting an arbitrator who will serve in the capacity of grievance advisor.

The advisor will render a decision which will not be binding on either party. The grievance advisor will direct the decision to the grievance matter at hand and to the specific articles mentioned therein. Within five (5) working days of

PERSONNEL POLICIES & PROCEDURES

GRIEVANCE PROCEDURE

III - 10

receipt of the advisor's decision, the APCO will review the findings and inform the employee of his decision.

The costs incurred for the grievance advisor will be borne equally by both parties to the grievance.

STEP 5. If the employee is not satisfied with the APCO's reconsideration, the employee may request the decision be heard by the Personnel Committee of the Board of Directors. The employee will submit the grievance to the Personnel Committee within fifteen (15) working days of the APCO's reconsideration. The Personnel Committee will schedule the grievance hearing within thirty (30) working days and will render a final decision in the matter. The Personnel Committee will consider only the record of the hearing before the grievance advisor and any additional statements which the employee and the APCO may wish to make. Pursuant to Code of Civil Procedure Section 1094.6, any petition for judicial review of the Personnel Committee's decision shall be filed in the appropriate court not later than 90th day following the date on which such final decision is rendered.

4.3 GENERAL PROVISIONS.

- (a) The time limits specified above may be extended to a definite date by mutual agreement of the employee and level of supervision specified in the steps outlined above.
- (b) Employees will be assured freedom from reprisal for using the grievance procedure.
- (c) Grievances involving disciplinary actions will commence at STEP 2 of the grievance procedure, except discharge cases, which will commence at STEP 3.
- (d) Employees may request the assistance of a steward or another person in preparing and presenting the grievance.
- (e) Failure of the employee to submit the grievance within the time limits of any step of the procedure will constitute a withdrawal of the grievance. Failure of the District to comply with the time limits set forth in this Article shall automatically move the grievance to the next level in the Grievance Procedure.

4.4 ASSOCIATION GRIEVANCE.

The Association may file a grievance, pursuant to Section III-4.2 above, on an alleged violation, misunderstanding, or misinterpretation of Division III of this Administrative Code or of the Memorandum of Understanding.

4.5 EMPLOYEE GRIEVANCES.

Employees may file a grievance, pursuant to Section III-4.2 above, regarding any alleged violation, misunderstanding, or misinterpretation of any matter within the scope of the Meyers-Milias-Brown Act which includes, but is not limited to, the following provisions of Division III of this Administrative Code: Overtime; Temporary Disability Leave; Military Leave; Leave Without Pay; Extended Leave of Absence; Jury Duty; and Subpoena as a Witness. Grievances regarding discrimination shall be filed according to the procedures of Section III-5.

4.6 NOTIFICATION.

At the time an employee is summoned to a supervisor's office for the purpose of being advised on an imminent disciplinary action, the employee is to be informed as to the purpose of the meeting and of his/hers right to representation. Documents to be used in any disciplinary proceeding against an employee shall include only materials, copies of which have been given to the employee.

SECTION 5 CLASSIFICATION PLAN

5.1 CLASSIFICATION PLAN.

The District's Classification Plan will include the organization of positions into classes based on the assigned duties, responsibilities and qualifications necessary to successfully perform the work. Maintenance of the plan is the ongoing responsibility of the Personnel Section. The Personnel Section will audit and update the plan as necessary, in order to effectively administer the District's recruitment and selection activities, training program, compensation system, and performance evaluation program.

Recommended changes to the duties of a class shall be submitted to the APCO for approval. The APCO shall submit recommended changes to the qualifications of a class to the Board for approval.

Maintaining the Classification Plan will include the following elements:

- (a) Analyzing and documenting the scope, duties, responsibilities, and job-related qualifications of positions to be classified
- (b) Grouping positions into job classes based on the similarities of work performed and the qualifications required.
- (c) Writing descriptions for each class of positions in order to define the positions and to serve as a guide in allocating and selecting individual positions to job classes.

5.2 NEW POSITIONS AND RECLASSIFICATIONS.

Whenever a new position is proposed, or an existing position is recommended for reclassification, the Personnel Section will conduct a job analysis which will include analyzing and documenting the scope, duties, responsibilities, and job-related qualifications of the position to be reclassified.

The Personnel Section will develop a new class description if a position cannot be reasonably grouped into an existing class based on the similarities of work performed and qualifications required.

The Personnel Section shall submit the new class description to the appropriate management staff and the APCO for approval. The APCO shall submit the new or revised class description and the supporting information and analysis to the Board for approval. Class descriptions which have been approved by the Board shall be disseminated to appropriate personnel.

5.3 CLASSIFICATION STUDIES.

- (a) The Board or the APCO may require that a salary classification study be conducted to evaluate individual positions or groups of positions, classes, or class series. The District shall not conduct any salary or classification survey affecting wages, hours, or working conditions in any represented classification without meeting and conferring with the Association.
- (b) When the District initiates a classification study affecting all classifications, the District will notify the Employees' Association ten (10) days in advance of a new classification plan becoming effective.
- (c) When the District initiates a modification affecting wages, hours, or working conditions in any represented classification, the District will notify the Employees' Association within ten (10) days or as soon as practicable in advance of such modification being proposed to the Board of Directors.

- (d) None of the recommendations resulting from the study are binding on the District. The Board may choose to implement, or not implement, any recommendation. Any changes resulting from a survey shall be incorporated as amendments to the Plan.

5.4 AMENDMENTS TO THE PLAN.

The classification plan may be amended from time to time by resolution of the Board.

The allocation of funds to a classification, or the necessity for filling a position will be at the discretion of the Board through the APCO.

5.5 ALTERNATE STAFFING.

A Division Director may request that a vacant position be filled at an “entry” Level I or an experienced “journey” Level II for those classes identified as alternately staffed classes in the class specifications, prior to recruiting for a vacancy, depending on the needs of the District.

Advancement to the Level II is not automatic; a supervisor must recommend to the APCO that an incumbent be promoted to Level II after successfully completing the probationary period, and obtaining and demonstrating the required knowledge, skills, abilities and experience, and meeting pre-identified criteria for promotion to the higher class. The Personnel Manager will review the request to determine if advancement criteria are met.

A Division Director may identify certain positions in the class which contain primarily routine and repetitive tasks as “regular” Level I positions. The “regular” or “entry” status of Level I positions will be determined prior to filling a vacancy so that an employee will know of this regular status prior to accepting the position. This determination will be so stated on the job announcement and the candidate will also be advised during the interview process. When a position is identified as a regular Level I position, the employee accepting the position cannot reasonably expect to advance to Level II while in that position.

5.6 ORGANIZATION CHART

5.6 ORGANIZATION CHART (continued)

5.6 ORGANIZATION CHART (continued)

5.7 SERIES GROUPS.

Clerical Category

Legal Services Classes (Revised 3/6/96)

Legal Office Services Specialist	Lead
Legal Secretary II	Journey
Legal Secretary I	Entry

Secretarial Classes

Executive Secretary	Senior
Administrative Secretary	Journey
Secretary	Entry

Office Assistant Classes

Office Services Supervisor	Supervising
Senior Office Assistant	Senior
Data Entry Operator	Journey
Office Assistant II	Journey
Office Assistant I	Entry

Accounting Assistant Classes

Senior Accounting Assistant	Senior
Accounting Assistant II	Journey
Accounting Assistant I	Entry

Clerk of The Boards

Deputy Clerk of The Boards	Senior
----------------------------	--------

Special Classes (Revised 3/6/96)

Supv. Radio/Telephone Operator	Supervising
Radio/Telephone Operator	Senior

Technical Category

Air Quality Inspector Classes

Supv. Air Quality Inspector	Supervising
Senior Air Quality Inspector	Senior
Air Quality Inspector II	Journey
Air Quality Inspector I	Entry

Enforcement Program Specialist Classes (Revised 3/6/96)

Enforcement Program Supervisor	Supervising
Principal Enforcement Program Spec	Lead
Senior Enforcement Program Spec.	Senior
Enforcement Program Specialist II	Journey
Enforcement Program Specialist I	Entry

Air Quality Instrument Specialist Classes

Supv. Air Quality Instrument Spec.	Supervising
Senior Air Quality Instrument Spec.	Senior
Air Quality Instrument Specialist II	Journey
Air Quality Instrument Specialist I	Entry

Air Quality Technician Classes (Revised 3/6/96)

Air Quality Permit Technician II	Journey
Air Quality Permit Technician I	Entry
Air Quality Laboratory Technician II	Journey
Air Quality Laboratory Technician I	Entry
Air Quality Technician II	Journey
Air Quality Technician I	Entry

Mechanic Classes

Mechanic II	Journey
Mechanic I	Entry

Personnel Classes (Revised 3/6/96)

Personnel Analyst	Senior
Equal Opportunity Officer	Journey
Payroll Technician	Journey
Personnel Technician II	Journey
Personnel Technician I	Entry

Technical Assistant Classes

Source Test Assistant II	Journey
Source Test Assistant I	Entry

Public Information Classes

Senior Public Information Officer	Senior
Public Information Officer II	Journey
Public Information Officer I	Entry

Programmer Analyst Classes

Supervising Systems Analyst	Supervising
Systems Analyst	Senior
Programmer Analyst II	Journey
Programmer Analyst I	Entry

Special Classes (Revised 3/6/96)

Permit Coordinator	Supervising
Legislative Analyst	Journey
Building Maintenance Mechanic	Journey

5.7 SERIES GROUPS (continued).

Professional Category

Air Quality Engineer Classes (Revised 3/6/96)

Supv. Air Quality Engineer	Supervising
Principal Air Quality Engineer	Lead
Senior Air Quality Engineer	Senior
Air Quality Engineer II	Journey
Air Quality Engineer I	Entry

Environmental Planner Classes (Revised 3/6/96)

Supv. Environmental Planner	Supervising
Principal Environmental Planner	Lead
Senior Environmental Planner	Senior
Environmental Planner II	Journey
Environmental Planner I	Entry

Air Quality Meteorologist Classes

Senior Air Quality Meteorologist	Senior
Air Quality Meteorologist II	Journey
Air Quality Meteorologist I	Entry

Atmospheric Modeler Classes

Senior Atmospheric Modeler	Senior
Atmospheric Modeler	Journey

Air Quality Chemist Classes

Senior Air Quality Chemist	Senior
Air Quality Chemist II	Journey
Air Quality Chemist I	Entry

Specialist

Advanced Projects Advisor	Journey
---------------------------	---------

Single Position Classes

Toxicologist	Senior
Statistician	Senior
Research Analyst	Journey
Accountant	Journey
Library Specialist	Journey

Management Category

Air Pollution Control Officer
District Counsel
Clerk of the Boards
Deputy Air Pollution Control Officer

Division Director

Director of Enforcement
Director of Permit Services
Director of Planning and Research
Director of Technical Services
Director of Administrative Services
Director of Public Information

Manager

Air Quality Engineering Manager
Research and Modeling Manager
Environmental Review Manager
Enforcement Program Manager
Information Systems Manager
Meteorology and Data Analysis Manager
Air Monitoring Manager
Laboratory Services Manager
Personnel Manager
Finance Manager
Facilities Maintenance Manager
Business Manager
Senior Advanced Projects Advisor
Legal
Senior Assistant Counsel
Assistant Counsel II
Assistant Counsel I

SECTION 6 SALARIES

6.1 SALARIES.

Salary schedules are subject to revision from time to time by the Board. The salary schedules will be published yearly at or near the beginning of the fiscal year.

6.2 SALARY STEPS.

- (a) There are five (5) steps within the salary range for each position, with a 5% increment between the steps. The time between Entrance Step A and Step B is six (6) months of satisfactory service. The time between Step B and Step C is six (6) months of satisfactory service in Step B. The time between Step C and Step D is one (1) year of satisfactory service in Step C, and the time between Step D and Step E is one (1) year of satisfactory service in Step D.
- (b) An employee promoted to a higher position will receive the minimum salary for the higher position or at least a 5% increase above the employee's former position, whichever is higher, provided the increase is within the range of the higher position. If a promotion is awarded within thirty days of a scheduled step increase, the step increase and promotional increase will both be effective at the time of the change.
- (c) If a position is reclassified to a position having a higher salary range, the incumbent will remain in the same step of the salary range which is currently in effect.
- (d) If a position is reclassified to a position having a lower salary range, the incumbent will be Y-rated according to the provisions of Section III-6.5
- (e) If an employee is transferred, the employee will remain in the same step of the salary range effective prior to the transfer.
- (f) Any employee who has passed through the initial six month or, if extended, one year, probationary period with the District and who is promoted or transfers to another position in the District shall not be subject to any "up or out" probation. However, an employee may be terminated for cause.
- (g) If an employee is demoted for disciplinary reasons to a position having a lower salary range, the employee will remain in the same salary range step effective prior to the demotion.
- (h) If an employee is demoted because of lack of funds, the employee will be placed in the salary step which reflects the least decrease in salary. If an employee promoted to a higher class fails to pass a promotional probationary period, the employee will be returned to the former position and will revert back to the step in the salary range he/she occupied in the former position effective prior to promotion. Step increases will be awarded on the schedule appropriate to the prior position.

6.3 MERIT INCREASES. (Revised 12/21/94)

Merit increases are effective on the first day of the pay period in which the employee's anniversary date falls.

6.4 DETERMINATION OF SALARY RATES. (Revised 12/21/94)

- (a) **ORIGINAL APPOINTMENTS.** Unless special conditions warrant otherwise, employees will be hired at the entrance salary of the position classification. Hiring at a higher salary step will require justification from the hiring supervisor and the approval

of the APCO for Steps B and C. Recommendation by the APCO and approval of the Personnel Committee of the Board of Directors is required for hiring at Steps D and E.

- (b) **LIMITED-TERM EMPLOYMENT.** Limited-term employees of the District are paid at the rate of the classification in which the person is employed. If a former District employee is re-hired on a temporary basis, the salary rate will be the hourly rate of the range and step the individual was receiving at the time of separation. If it is necessary to hire a limited-term employee through a temporary agency, the District will pay the appropriate agency fees. **(Revised 3/6/96)**
- (c) **TEMPORARY EMPLOYMENT OVERLAP.** Temporary employment overlap is the regular hire of a person who is to fill a position before the current incumbent has terminated. The anniversary date and all other benefits will be the same as if the person were hired to fill a vacant position.

6.5 Y-RATING.

Y-Rating refers to a position which has been reclassified to a position having a lower salary range. The incumbent will retain his/her present salary until the appropriate step in the reclassified position is equal to or greater than the incumbent's current salary. A Y-Rating status must be approved by the APCO and the Board of Directors.

6.6 OVERTIME PAY/COMPENSATORY TIME.

Classifications in the Clerical and Technical Series identified in Section III-5.7 are entitled to overtime pay.

- (a) Overtime will be paid at a rate of one and one-half (1-1/2) times the normal straight time rate for work performed in excess of eight (8), nine (9), or ten (10) hours per day (depending on the person's normal schedule) or forty (40) hours per week. This provision does not apply to employees working a schedule other than those defined in Section III-8.1.
- (b) Upon approval by the employee's Division director, eligible employees may elect compensatory time at the rate of one and one-half (1-1/2) times the overtime worked in lieu of overtime pay but not accumulate more than 240 hours of compensatory time. After 240 hours of compensatory time has been accumulated, overtime pay will be the compensation for overtime work.
- (c) Employees required to work on a designated holiday shall receive overtime pay equal to two times the employees' hourly rate of pay. For the purposes of this section, a designated holiday shall be the dates on which the holiday is observed by the District (see Section III-11.12.), except that for New Year's Day, Independence Day and Christmas Day, the designated holiday shall include the actual date of the holiday and if any of these holidays fall on a Saturday or a Sunday, the Monday or Friday on which the holiday is observed by the District.

6.7 NIGHT PLUME EVALUATION TRAINING UNIT SCHEDULE.

Employees who attend the Night Plume Evaluation Training Unit special shift shall be paid an additional \$1.00 per hour for the whole shift in addition to the employees' regular straight time pay. Night Plume Evaluation Training Unit special shift will be scheduled eight (8) hour shift to begin at 12:00 P.M. or after and end no later than 12:00 A.M. (midnight)

6.8 DIFFERENTIAL PAY.

Employees not working a regularly scheduled late shift or flex time will be compensated an additional \$1.00 per hour for hours worked between 8:00 P.M. and 6:00 A.M. Differential pay is a premium payment and is, therefore, included in the computation of overtime.

PERSONNEL POLICIES & PROCEDURES

6.9 SHIFT DIFFERENTIAL PAY.

A \$2.50 per hour payment shall be paid to any employee assigned regularly established shift differential assignments. For purposes of this Section, shift differential hours are 5:00 P.M. to 8:30 A.M. and all day Saturday and Sunday. Shift differential is a premium payment and is, therefore, included in the computation of overtime. The schedule for employees working a flextime or compressed schedule, as defined in Section III-8.1, shall not be considered shift differential hours.

6.10 SALARY DEDUCTIONS.

Salary deductions may be authorized from time to time by resolution of the Board of Directors.

- (a) Mandatory deductions include Federal Withholding Tax, State Withholding Tax, Medicare tax, if applicable, State Disability Insurance premium, and the employees' Public Employees' Retirement System contribution.
- (b) Voluntary deductions include the regular deduction of health insurance payments, life insurance payments, credit union payments, U.S. Savings Bonds and other voluntary program deductions which may be authorized by the employee.

6.11 PAY PERIOD AND PAY DAY. (Revised 10/18/00)

The pay period will be a two-week period beginning on Sunday and ending on Saturday. Employees will be paid biweekly no later than the Friday following the close of a pay period. If the pay day falls on a holiday, warrants will be distributed on the previous work day. Start of the pay period will be adjusted for an employee working the compressed workweek. The District shall indicate on each employee's pay check stub the following: accrued annual leave, accrued sick leave, accrued compensatory time, and accrued floating holiday time.

The District shall provide employees with the option of direct deposit of their pay checks to those banks which provide this capability.

6.12 FINAL PAYMENTS. (Revised 7/20/94)

- (a) **SALARY.** Final salary payments to any person who terminates will be paid within 72 hours of the last day worked. When an employee is discharged for cause, the final salary payment will be issued on the last day of employment.
- (b) **ACCRUED ANNUAL LEAVE.** An employee leaving the service of the District shall receive a single payment covering the amount of the accrued annual leave remaining on account.
- (c) **ACCRUED SICK LEAVE.** Employees leaving the service of the District will not be paid for any unused accumulated sick leave credit remaining on account. Accrued sick leave will be applied to service credit upon retirement under the PERS contract.
- (d) **FLOATING HOLIDAYS.** Floating holidays must be used within the fiscal year they are credited. An employee leaving the service of the District shall receive a single payment covering the amount of the accrued floating holidays remaining on account.
- (e) **COMPENSATORY TIME.** An employee leaving the service of the District shall receive a single payment covering the amount of accrued compensatory time remaining on account.

6.13 SALARY ADVANCES.

Employees may apply for a payroll advance:

- (a) The application will be accepted only after one week of a pay period has been worked.
- (b) The amount requested cannot exceed amount earned to date during the pay period.

PERSONNEL POLICIES & PROCEDURES

SALARIES

III - 21

- (c) The amount advanced must be deducted from the pay check for that pay period.
- (d) No more than two (2) such requests can be submitted annually. Exceptions may be approved by the APCO and must be announced to the Board under "Report of APCO".
- (e) Requests must be approved by the Director of Administrative Services.

6.14 ACTING APPOINTMENTS. (Revision Approved 12/04/96; Effective 12/04/96)

If an employee is appointed by the Air Pollution Control Officer to be acting in a higher paying job, the employee is to receive the salary during that job tenancy for the time period after the passage of fifteen (15) working days which the employee would receive if the appointment were permanent.

SECTION 7 EMPLOYMENT AND MERIT INCREASES

7.1 POLICY.

Employment, passing of a probationary period and merit increases are based solely on merit of the individual employee. No employee is guaranteed a continuation of employment or the receiving of future salary benefits.

7.2 ANNIVERSARY DATE.

The anniversary date for newly hired or promoted employees is the date of hire or date of promotion. The anniversary date will be used in determining when an employee receives salary increments. Annual leave credits and sick leave credits are accrued from original date of hire. For the purposes of annual and sick leave, five (5) consecutive days (or four (4) consecutive 10-hour days) worked in a pay period will constitute working a full pay period. There will be no prorating of time for annual or sick leave for less than this minimum time per pay period.

7.3 PROBATION PERIOD. (Revised 6/18/03)

The probationary period is the period of employment beginning with the anniversary date and continuing for one (1) year of full-time actual and cumulative service. Any unpaid leave time taken during this period shall extend the probationary period by the amount of actual leave taken. No acting or temporary service time shall count towards fulfillment of the probationary period. While serving in a probationary period, an employee may be terminated at any time from employment by the Executive Officer/APCO or the APCO without cause and has no right to appeal or grieve the action.

Employees who change positions prior to the successful completion of their probationary period shall be required to serve a new probationary period and will not receive credit for time already served under the former position.

The Executive Officer/APCO or the APCO may extend the probationary period for up to an additional six (6) months.

A formal performance evaluation will normally be given at least once during the probationary period, usually at 6 months. During the probationary period, an employee may have his/her merit increase denied or delayed at the discretion of the Executive Officer/APCO or the APCO and has no right to appeal or grieve the action.

7.4 PERFORMANCE EVALUATION.

Approximately two weeks before the first day of the month in which the anniversary date and the length of service makes the employee eligible for a step increase, the supervisor will complete a performance evaluation and sign a merit increase recommendation. Employees at

the top of the salary range will continue to be evaluated yearly. Performance evaluations are a continuing responsibility of each supervisor, and each supervisor will informally discuss employees' performance as often as necessary to ensure effective work performance.

7.5 (Deleted 12/21/94. See III-6.3)

SECTION 8 HOURS OF WORK

8.1 HOURS OF WORK. (Revision Approved 12/04/96; Effective 12/04/96)

A normal workweek shall consist of five (5) consecutive eight (8) hour days, Monday through Friday. The normal workday shall be scheduled over an eight and one-half (8-1/2) hour period from 8:30 am to 5:00 pm, with one-half (1/2) hour for meals. With the approval of Management, an employee's normal workweek and/or work day can be modified to allow for flextime hours or a compressed workweek. In such a case, appropriate adjustments will be made to recognize such a normal flex or compressed day/week.

An employee shall not work any time in excess of his or her approved work schedule without prior approval of the employee's supervisor, acting supervisor or other manager in the employee's chain of command.

When an employee is away from the employee's normal duty assignment for jury duty, an all-day or multi-day meeting, a conference or to take a District-authorized class, the employee shall only be paid for the hours representing the agency at, and travel time to and from, meetings or conferences, for the hours at, and travel time to and from, a class, or for the hours at jury duty and for any travel time between the location of the jury duty and the District office or the location of the employee's normal duty assignment.

The employee is expected to make up any time that would result in the employees working less than his or her normal workweek by altering the hours worked in the remaining days of the pay period. The schedule according to which any such time will be make up will be established in consultation with the employee's supervisor. With the approval of the employee's supervisor, an employee will receive overtime/compensatory time if the time consumed by the outside activity exceeds the employee's normal workday.

8.2 LUNCH PERIOD AND REST PERIOD.

- (a) Lunch period of one-half (1/2) hour is normally taken between 12:00 and 1:00 p.m.
- (b) Rest period of one-quarter (1/4) hour is normally taken in mid-morning and mid-afternoon.
- (c) Continuation of Business. An adequate number of employees may be assigned lunch and rest periods to ensure the continuation of business.

8.3 ATTENDANCE.

- (a) Supervisors will be responsible for the daily attendance record of each employee.
- (b) An employee who is tardy shall report to the employee's supervisor as promptly as possible after beginning work.
- (c) An employee must report unscheduled leave to the District within the first hour of the work day unless an emergency prevents such reporting.
 - (1) Failure to report may result in loss of pay for the period of absences from work.
 - (2) An employee who is absent without leave and without having reported his/her absence for more than one (1) working day may be considered to have resigned and may be terminated.

PERSONNEL POLICIES & PROCEDURES

SECTION 8

HOURS OF WORK

III - 23

Last revision

11/2023

8.4 OVERTIME. (Revised 12/21/94)

For definitional purposes, overtime is the necessary, assigned and authorized time worked in excess of 40 hours in a seven day week or 8 hours worked in a 24 hour day. A normal work day begins at 8.30 a.m. and the normal workweek is Monday through Friday. (See Section III-8.5 for compressed workweek.)

The District will provide the services required by law with an emphasis on avoiding the necessity for overtime where possible. The District is under no obligation to assure anyone of the availability of overtime work, nor is the District obligated to treat any particular kind of assignment as overtime. Therefore, the District may adjust work schedules where possible to cover work assignments as straight time work assignments.

The District recognizes that not all work matters can be scheduled during a work shift, and consequently, legitimate overtime assignments will be compensated accordingly.

For the purposes of overtime assignments, a notice to an employee to work overtime is a notice in advance if the assignment is given more than 24 hours prior to the beginning of the work to be performed. Such assignments will be considered "scheduled" overtime. An assignment given less than 24 hours in advance will be considered an "unscheduled" assignments for call-back purposes. A call-back is the unscheduled, emergency, and authorized call-back to return to work after a regular shift has been completed.

The District will make every reasonable effort to notify employees of changes in work schedules 14 days in advance of the work to be performed.

Though work schedules for most employees are within the normal work day and normal workweek, groupings of employees may occasionally or regularly have work schedules at different times. The District reserves the right to continue to change work schedules to meet operational necessities during straight time shifts.

Travel time pay is only authorized for call-back assignments. Travel time and call-back time will be compensated at the applicable rate of pay. The time employees spend traveling to a work assignment, except for qualifying call-back assignments, is not to be paid regardless of whether the employee is traveling to a scheduled overtime or straight time assignment.

- (a) **Authorization** - Overtime is the necessary, assigned authorized time worked in excess of eight (8), nine (9), or ten (10) hours per day (depending on an individual's normal work schedule) or forty (40) hours per week. With regard to flex time or compressed work weeks, it is recognized that the standard work week may not be 40 hours. Any hours worked beyond whatever is necessary to fulfill the designated flex/compressed work week plan for an individual are designated as excess hours. These excess hours are to be paid as overtime or compensatory time at the rate of one and one-half times straight time.

For the purposes of this section, paid leave time shall be included in computing the forty hours per week when determining eligibility for overtime; provided, however, that an employee on a flex time or compressed schedule may, with supervisor's approval, modify a normal schedule in order to meet operational necessities, which modified schedule will then constitute a normal work time.

- (b) **Call-back** - Call-back is the unscheduled, authorized call back to work before or after but not connected to the normal workday. Compensation will be based on a minimum of two hours at the applicable rate of pay.
- (c) **Travel Time** - For a call-back which is not directly connected to the beginning or ending of a normal shift, the employee will receive compensation from the time the employee leaves home until the employee returns home (travel time) at the applicable rate of pay.

- (d) **Distribution of Overtime** - Overtime, other than call-back, will be distributed in the following manner, consistent with District operating requirements:
- (1) When overtime is required to complete an assignment, the person given the assignment will normally continue the work.
 - (2) When unscheduled overtime is required in a supervisor's area (or an extended coverage area) to conduct an additional assignment, employees working for a supervisor (or working in an extended coverage area) will be asked first whether they wish to volunteer for the overtime work. If two or more people volunteer for the assignment, the assignment will be made based on a rotating overtime assignment schedule starting with the most senior person in the work group. If no one volunteers for the assignment, a supervisor may select an individual through the use of a lottery system or, at the discretion of management, the supervisor may select in the order of inverse seniority. Any and all of the above methods may be used to establish an order of rotation for the purposes of distribution of overtime.
 - (3) On continuing extended, overtime assignments, coverage will be assigned on a rotating basis.
 - (4) All overtime assignments will be made with due consideration for employee hardship.
 - (5) Seniority, for the purposes of overtime assignments only, is determined by the time an employee has held the position for which the overtime assignment is required.
 - (6) The District reserves the right to approve, or disapprove, all assignments with due consideration of safe work hours and excessive work schedules.
 - (7) Limited-term employees shall not be offered the opportunity to work overtime hours without first offering the overtime hours to that supervisor's regular employees and allowing those employees to decline the overtime hours.
- (e) **Distribution of Call-back**
- (1) Call-back will be distributed in the following manner:
 - (2) When call-back is required, the person normally responsible for the assignment will be given first opportunity of call-back.
 - (3) If the person normally responsible for the assignment is unavailable for call-back, then the immediate supervisor will be responsible for the assigning of call-back to other employees in the same position.
 - (4) If the immediate supervisor is unavailable for call-back, then the alternate supervisor, manager or division director will be responsible for the assignment of callback.
 - (5) The District maintains the option to deviate from this procedure based upon immediate need.

8.5 COMPRESSED WORKWEEK. (Revision Approved 12/04/96; Effective 12/04/96)

Employees may request, subject to discretionary approvals of the immediate supervisor through the Division Director, to work a compressed workweek schedule. Compressed workweek approval shall be subject to such terms and conditions, and shall be subject to renewal annually or at such other intervals, as is deemed necessary by the Division Director to meet the operational needs of the Division. Compressed workweek approval may be

withdrawn at any time in order to meet the operational needs of the District, and employees who fail to maintain an acceptable level of performance and productivity will be withdrawn from a compressed workweek schedule.

A compressed workweek schedule will consist of either four 10-hour days, or eight 9-hour days and one 8-hour day every two weeks. Work hours on a compressed schedule will commence not earlier than 7:00 AM and not later than 9:00 AM. However, exceptions to this rule may be approved at the discretion of the Division Director. Employees who work a compressed workweek schedule will have the start of the workweek adjusted for the purpose of computing overtime.

When a scheduled District holiday falls on a compressed work day, the employee working a compressed schedule shall only receive credit for eight hours of holiday pay. The employee shall take the additional time off on that holiday as annual leave or as a floating holiday, or the employee shall make up the additional time off by altering the hours worked in the remaining days of the pay period in consultation with the employee's supervisor.

8.6 FLEXIBLE WORK SCHEDULE. (Revision Approved 12/04/96; Effective 12/04/96)

Employees may request, subject to discretionary approvals of the immediate supervisor through the Division Director, to work a flexible work schedule. Flexible workweek approval shall be subject to such terms and conditions, and shall be subject to renewal annually or at such other intervals, as is deemed necessary by the Division Director to meet the operational needs of the Division. Approval of a flexible work schedule may be withdrawn at any time in order to meet the operational needs of the District, and employees who fail to maintain an acceptable level of performance and productivity will be withdrawn from a flexible work schedule.

Employees on a flexible schedule will normally work a five day workweek, and may adjust their starting time to commence not earlier than 7:00 AM and not later than 9:00 AM, with the shift ending eight and one-half hours later. However, exceptions to this rule may be approved at the discretion of the Division Director.

A flexible work schedule will be determined by management considering the operational needs of the District.

8.7 PART-TIME AND JOB SHARING. (Revision Approved 12/04/96; Effective 12/04/96)

Employees may request a reduced workweek schedule or a job share arrangement. All requests will be reviewed by management considering the operational needs of the District, employee hardship or family responsibilities. Appropriate salary adjustments and benefit eligibility will be determined based on the hours worked. The APCO may, at his or her discretion, authorize or discontinue a part-time or job share arrangement.

8.8 TELECOMMUTING. (Revision Approved 12/04/96; Effective 12/04/96)

Telecommuting is a working arrangement in which an employee sometimes works away from the District's central office. An employee may apply to telecommute, subject to approvals of the immediate supervisor through the Division Director. Telecommuting is a privilege which the District has the right to refuse or to terminate at any time. An employee also has the right to refuse to telecommute or to withdraw from the program at any time. Approval to telecommute shall be subject to such terms and conditions, and shall be subject to renewal annually or at such other interval, as is deemed necessary by the Division Director to meet the operational needs of the division. Employees who fail to maintain an acceptable level of performance and productivity will be withdrawn from telecommute status.

Telecommuting is voluntary, and should be mutually beneficial to both the employee and the District. An employee's choice to telecommute or not shall have no adverse effects with

regard to advancement or any other aspect of the employee's standing. An employee approved to telecommute will be required to read and sign the Telecommuting Agreement.

All pay, compensation, and normal employee benefits shall be identical whether an employee telecommutes or works at the central office. There will be no diminution from the norm in either an employee's work products or hours when the employee telecommutes.

The telecommuting employee will not provide primary care to others during at-home working hours. Telecommuters must be available to come to the office if requested to do so.

The employee and the employee's supervisor will establish terms of availability or access to the employee while away from the office. In all cases, telecommuters shall make provisions that provide sufficient communication with the office and the public to meet District Goals. The number of days per week on which an employee may be authorized to telecommute shall be at the discretion of the employee's Division Director.

Supervisors who telecommute shall make provisions for adequate supervision of staff while the supervisor is away from the office.

In addition to regularly scheduled telecommuting arrangements, other employees may apply to telecommute on an episodic basis for limited time periods.

Telecommuters are required to provide whatever equipment is necessary to do their job as well at their home in the same manner as if they were in the central office. The employee is responsible for the purchase and maintenance of all equipment (both hardware and software).

The District will provide training to both telecommuting employees and their supervisors. The District will also sponsor focus groups for the telecommuters and their supervisors on an as-needed basis.

SECTION 9 SEPARATIONS

9.1 RESIGNATION.

An employee submitting a resignation is requested to give at least two weeks notice which allows for the orderly transferring of work assignments and for recruiting of replacement employees.

9.2 DISMISSAL. (Revised 5/3/2023)

- (a) The Appointing Authority (APCO or District Counsel) may, for good and sufficient reason, take any or all necessary disciplinary actions including discharge to ensure the continuity and integrity of the District's functions and work place.
- (b) A non-probationary employee whose employment is terminated because of unsatisfactory service, misconduct, or for other just causes shall be given written notice stating the reasons for dismissal, and may be given two (2) weeks' notice before the date on which the employee's services will be terminated. However, (1) Employees terminated for misconduct such as drinking or being intoxicated on the job, fighting, theft, creating a severe safety hazard, gross negligence, or other acts of serious misconduct, (2) Probationary Employees, and (3) "At Will" employees in the classifications identified in Section III-3.3(c) may be dismissed without prior notice.
- (c) Individuals serving in at-will positions pursuant to Section III-3.3(c) serve at the will of the appointing authority and may be separated for any reason or for no reason, with or without prior notice, and with no right to appeal or grieve any disciplinary action. In addition, appointments to positions in the classifications identified in Section III-3.3(c) may be for a fixed term of employment and the incumbent will be separated at the

PERSONNEL POLICIES & PROCEDURES

expiration of that term (unless the employee has return rights to a prior position pursuant to Section III-3.3(d) or said term is extended by the identified appointing authority). Except as expressly provided in Section III-3.3(d), individuals separated from a position in the classifications identified in Section III-3.3(c) shall have no right to return to any other District position, regardless of seniority or tenure.

9.3. LAY-OFF AND RECALL.

When a reduction in work force becomes necessary for any reason such as lack of funds or lack of work, the following steps in the layoff and recall procedure will be followed:

- (a) Layoffs within a classification will be in reverse order of District employment seniority. (For the purpose of this Section, District employment seniority is the seniority gained based on overall employment with the District).
- (b) An employee (A) who is to be laid off may displace an employee (B) within a similar or lower paying classification provided:
 - (1) Employee (A) has held a position in the classification in question or if employee (A) has not held a position in the classification, holds a position in one of the identifiable job clusters class series and,
 - (2) Employee (A) has greater District employment seniority than employee (B) and,
 - (3) Employee (A) has the skills and meets the qualifications of the classification in question and,
 - (4) The operating requirements of the District are maintained.
- (c) Employees who are laid off or displace others in lieu of layoff will be placed on a recall list for eighteen (18) months during which service time in the former classification will be preserved but not accrued.
- (d) Employees will be recalled to their former classification in reverse order of layoff provided they respond to the notice of a classification opening by notifying the District of their intent to return within the 5 days of receipt of such a notice and return to work within fifteen (15) calendar days of the receipt of such notice.
- (e) If a policy of layoff by reverse seniority is held to be contrary to the principles of equal opportunity employment or affirmative action by virtue of adjudication by a court of competent jurisdiction or by legislative determination, then this Section shall be void, and the parties hereto shall meet and confer regarding a new and legally acceptable policy at the earliest practicable time.
- (f) To the extent possible, the District will attempt to give an employee 30 days written notice prior to the effective layoff date.
- (g) The District will furnish a list of employees to be laid off to recognized employee organization(s) at the same time employee(s) is/are given the written notice(s).
- (h) An employee's name shall be removed from the recall list only when the employee refuses an offer to be returned to the employee's former position.
- (i) A change in job title shall not affect an employee's recall rights.

9.4 SUSPENSION.

- (a) Suspensions from work without pay may be imposed for disciplinary reasons for a period not to exceed thirty (30) days.
- (b) The authority for suspension rests with the APCO.

9.5 RETIREMENT.

Retirement is the voluntary separation of an employee from service of the District after the employee has earned a Service Retirement Allowance under the State of California Public Employees' Retirement System.

SECTION 10 FRINGE BENEFITS

10.1 HEALTH INSURANCE.

This District shall provide health insurance coverage through the Public Employees Medical and Hospital Care Program for employees and their eligible dependents. Health insurance coverage continues for retired employees

10.2 DENTAL INSURANCE.

The District shall provide dental insurance coverage through Delta Dental Plan of California for employees. Optional coverage is available for eligible dependents and for Domestic Partners where an employee has filed a confidential Declaration of Domestic Partnership with the Personnel Section. Dental insurance coverage continues for retired employees.

10.3 VISION CARE. (Revised 9/6/95)

Vision care is provided by Vision Service Plan. Vision coverage for employees is mandatory. Optional coverage is available for eligible dependents and for Domestic Partners where an employee has filed a confidential Declaration of Domestic Partnership with the Personnel Section. Vision care coverage for dependents must be elected at the time of enrollment. Benefits include examinations, lenses and frames at specified service intervals. Vision care coverage continues for employees who retire on or after July 1, 1995.

10.4 LIFE INSURANCE.

The District provides life insurance coverage for employees. The life insurance amount is based on annual salary. Optional Additional Contributory Life and Dependent Life Insurance is also available to employees. Life insurance coverage continues for retired employees.

10.5 LONG TERM DISABILITY INSURANCE.

The District shall provide Long Term Disability Insurance which partially replaces lost income on or off the job, for employees who become disabled and meet the eligibility requirements.

10.6 INSURANCE CONTINUATION.

An employee who is ill or injured and is eligible for either Workers' Compensation or State Disability Insurance, and on medical leave may continue group insurance coverage. The District will continue to pay its portion of the coverage.

10.7 HEALTH AND DENTAL COVERAGE AFTER RETIREMENT.

Health care coverage after retirement will be governed by the provisions of the Public Employees' Medical and Hospital Care Act. Dental care coverage after retirement will be governed by the Delta Dental Plan of California contract.

10.8 PREMIUM REQUIREMENTS. (Revised 10/18/00)

Commencing on July 1, 2000 and every fiscal year thereafter, unless otherwise modified by the Board of Directors, the District shall provide up to a maximum of \$627.00 per month for each management employee and \$576.00 per month for each confidential employee for payment of premiums for Health, Dental, Vision and additional Life insurance coverage, as

set forth in Sections III-10.1 through 4 provided that each employee must elect individual dental coverage.

10.9 STATE DISABILITY INSURANCE.

Each employee is covered by State Disability Insurance. Premiums are paid by the employee. The District's sick leave payments are integrated with any payments received by the employee from State Disability Insurance. The District shall provide state disability insurance for non-industrial illness or injury. The cost of SDI is deducted from the employee's pay. State Disability Insurance is integrated with the employee's leave time. Employees shall not be entitled to receive more than one hundred percent (100%) of pay when SDI and leave time are combined. The administration of the State Disability Insurance program is solely the responsibility of the State of California. The District is not responsible for benefit leaves, the duration of benefits, or the eligibility of District employees for benefits.

10.10 WORKERS' COMPENSATION.

Employees injured on the job and accepted for Workers' Compensation will not be required to use sick leave for the period from the 1st through the 90th calendar day. This period will begin the day following the date of injury or the date Workers' Compensation approved the absence from work, whichever date begins the absence from work. The period will apply only once per injury. The date of injury will be paid as a day worked for pay purposes.

10.11 PUBLIC EMPLOYEES' RETIREMENT SYSTEM.

(a) Pick-Up of Employee Contributions

- (1) The District shall make employee contributions on behalf of employees, and such contribution shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the District in lieu of employee contributions.
- (2) Employee contributions made under Paragraph A of this Article shall be paid from the same source of funds as used in paying the wages to affected employees.
- (3) Employee contributions made by the employer under Paragraph A of this Article shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this Agreement.
- (4) The employee does not have the option to receive the District-contributed amounts paid directly instead of having them paid to the retirement system.

(b) Wage Adjustment

Notwithstanding any provision on the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the District pursuant to the provisions hereof.

(c) Limitations to Operability

This Subsection 10.11 shall be operative only as long as the District pick-up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

10.12 CREDIT UNION.

Employees may become members in the San Francisco City Employees' Credit Union.

10.13 EMPLOYEE ASSISTANCE PROGRAM.

The District shall offer an employee assistance program to employees and members of their household through Personal Performance Consultants. The Employee Assistance program provides professional, confidential counseling service at no cost to the employee.

10.14 TRANSIT SUBSIDY / CARPOOL SUBSIDY. (Revised 9/6/95)

Consistent with the District's efforts to promote the use of public transportation and to reduce the number of single-occupant automobiles during commute hours, full-time District employees are eligible for a transit or a carpool subsidy. Use of the passes, or tickets, is confined to the employee during commute hours.

The District will provide transit ticket or passes, up to a maximum value per month or, at the option of the employee, the District will allow a per-day amount up to a maximum per-month per-carpool amount, for the reimbursement to the vehicle owner of commute carpooling expenses and per-day amount to District employees commuting in a carpool (carpool is three or more persons, at least two of which must be District employees).

Procurement of the transit passes is the obligation of the individual employee. No funding will be advanced by the District. Transit tickets or passes for a given month will be made available to eligible District employees at the District's office on a designated day prior to the beginning of that month.

Carpool reimbursement will be made on a monthly basis. No funding will be advanced by the District. In order to receive the carpool subsidy, the employee must certify to the Director of Administrative Services, no later than the 10th day of each month, the number of days carpooled the previous month and the names of the persons who participated in the carpool.

10.15 DEFERRED COMPENSATION.

The District shall offer employees the opportunity to participate in a Section 457 deferred compensation plan. The plan allows employees to invest a portion of salary which is tax deferred until such time as the employee withdraws the funds.

10.16 JOB-RELATED EDUCATIONAL PURSUITS. (Revised 12/21/94)

(a) EDUCATIONAL LEAVE - Division Directors may, at their complete discretion, permit employees to attend job related educational pursuits during business hours to a maximum of ten (10) hours per week provided normal workloads can be accomplished and provided the time is made up as soon as practicable.

(b) JOB RELATED EDUCATIONAL PURSUITS **(Revised 9/6/95)**

(1) For the purposes of this section "job related educational pursuits" is defined as education which either maintains or improves an employee's job skills as they relate to an employee's current position.

To receive reimbursement, an employee must be enrolled at an accredited college or university in an undergraduate or graduate degree program, or in a certificate program; courses taken must contribute to progress towards the degree or certificate.

To qualify for reimbursement under this Section 10.16 participation in certificate programs is subject to prior approval by the District's Personnel Manager. Certificate programs in which an employee's participation will normally be approvable shall include, but not be limited to, environmental management certificate programs offered by the University of California or other colleges and universities, and coursework leading to a professional license which relates to the work of the District (such as a P.E. license).

- (2) The District shall yearly apportion an amount to allow for reimbursements per employee for those employees who attend and successfully complete job related educational courses or seminars. Such reimbursement will be paid upon proof of completion of any approved course. Employees wishing to take educational or other professional courses must obtain prior approval from the District's Personnel Manager before taking the course in order to be reimbursed.
 - (3) Upon proof of completion of a course (grade "C" or better, "pass", "credit", or other indication of satisfactory completion of the course) the District will reimburse the employee for the course cost and related materials (books, required supplies, lab fees, etc.) up to the prescribed limit.
- (c) **SKILLS ENHANCEMENT PURSUITS**
- (1) For the purposes of this section "skills enhancement educational pursuits" is defined to include educational courses and other skills enhancement courses that may or may not be related to an employee's current position, but reasonably relate to the District's work in general and will enhance an employee's skills and may allow for further advancement or promotion at the District.
 - (2) The District shall yearly apportion an amount to allow for reimbursements per employee for those employees who attend and successfully complete skills enhancement courses. Such reimbursement will be paid upon proof of completion in any approved course. Employees wishing to take skills enhancement courses must obtain prior approval from the District's Personnel Manager before taking the course in order to be reimbursed.
 - (3) Upon proof of completion of a course (grade "C" or better, "pass", "credit", or other indication of satisfactory completion of the course) the District will reimburse the employee for the course cost and related materials (books, required supplies, lab fees, etc.) up to the prescribed limit.

10.17 DEPENDENT CARE ASSISTANCE PLAN AND MEDICAL CARE REIMBURSEMENT ACCOUNT PLANS. (Revised 10/1/03)

The District's Dependent Care Assistance Plan allows employees to set aside pre-tax dollars to pay for eligible expenses for dependent care. The Medical Care Reimbursement Account plan allows employees to set aside pre-tax dollars to pay for eligible medical expenses that are not covered by medical, dental, and vision insurance benefits.

10.18 SOCIAL SECURITY REPLACEMENT BENEFITS.

- (a) The District's Board of Directors has adopted and implemented a package of benefits designed to replace to the fullest extent possible those benefits formerly provided under the employer-employee jointly funded federal program commonly known as Social Security. These replacement benefits include the following:
 - (1) Special retirement and disability benefits under PERS. (See Resolution No. 1289, December 17, 1980.)
 - (2) Life insurance coverage for employees is as specified in the contracts. The contracts are available in the Personnel Office.
 - (3) A portion of long term disability coverage at the level of 66 2/3% of monthly salary to a maximum benefit of \$4,000. **(Revised 3/6/96)**
 - (4) Qualified pension plan contribution of \$62.50 per month credited to each full-time regular employee's account. (See Resolution No. 1345, August 5, 1981.)
- (b) It is the intention of the Board of Directors that the cost of these benefits in subsequent years be less than and in no event exceed the amount which would have been required

PERSONNEL POLICIES & PROCEDURES

as the employer contribution to Social Security. It is further the intention of the Board that contributions to the qualified pension plan be reduced if necessary to accomplish the cost-limit objective.

- (c) The Board specifically reserves the right, subject to meet and confer to adjust and alter the benefits described above so as to achieve a result which most effectively meets the needs of employees in an equitable manner without adding costs to the District.

10.20

GUARANTEED RIDE HOME (GRH). (Revised 7/20/94)

The District shall provide a Guaranteed Ride Home (GRH) to all employees who contribute to the District's Employer Based Trip Reduction (EBTR) goals.

A Guaranteed Ride Home is one of the following:

- (a) Reimbursement for use of the fare for mass transit between the District and the employee's home.
- (b) If the employee's commute does not reasonably accommodate mass transit, the employee may use a pool vehicle from the employee's Division vehicle pool, if one is available. "Reasonably Accommodate" means that use of mass transit will require no more than one transfer between transit vehicles (SF Muni to BART does not count as a transfer), and that the employee expects to leave the office before 7:00 PM or 1 hour after sundown (whichever is later). The vehicle will be returned to the pool coordinator on the employee's next working day.
- (c) If the employee's commute does not reasonably accommodate mass transit, and if there are no available vehicles in the employee's Division vehicle pool, the employee may use a pool vehicle from the District vehicle pool, if one is available. The vehicle will be returned to the Facilities Manager on the employee's next working day.

In order to contribute to the District's EBTR goals, an employee must commit to routine use of an alternative means of commuting to the District by submitting a certification ("GRH Certificate") to the District Transit coordinator. The GRH Certificate must indicate whether or not the employee's commute reasonably accommodates the use of transit. Routine use means use of one or more of the following commute methods as the principal means of transportation for both in-bound and out-bound commute trips at least ten times per month:

- (d) Carpool or rideshare, where the vehicle contains three or more occupants.
- (e) Mass transit.
- (f) Emission-free transportation (walking, jogging, bicycling).

An employee may use a Guaranteed Ride Home for any of the following reasons:

- (g) The employee has a family emergency that requires the employee to leave work early.
- (h) The employee is required to work unscheduled overtime.
- (i) The employee is unable to complete the trip home due to a breakdown of the employee's normal mode of transport.
- (j) The employee has received an on-the-job injury that prevents the employee from reasonably using the normal method of transportation.
- (k) The employee's carpool has left early or late due to one of the above circumstances.

The procedure for using a Guaranteed Ride Home is as follows:

- (l) For transit reimbursement, the employee shall request reimbursement on his/her first working day following use of a Guaranteed Ride Home.

- (m) For use of a pool vehicle, the employee shall contact the Division Pool Coordinator to determine whether or not a Division Pool Vehicle is available; if not, the employee shall contact the Facilities Manager to determine whether or not a District pool vehicle is available.

The pool coordinator or Facility Manager shall verify that the Employee has submitted a GRH Certificate to the Transit coordinator; if so, a vehicle will be provided to the employee if one is available.

The employee shall make sure that the vehicle will not be locked up when needed.

The employee shall return the vehicle and the keys on his/her next working day.

- (n) On the his/her first working day following use of a Guaranteed Ride Home, the employee shall submit to the Transit Coordinator a memorandum describing the form(s) of transit taken, the fare(s) paid, and the qualifying reason for the Ride Home.

SECTION 11 LEAVE AND HOLIDAYS

11.1 ANNUAL LEAVE.

- (a) An employee will earn annual leave credits at the rate of 3.69 hours per pay period (approximately one day per month) for the first three years of employment. Annual leave will accrue but cannot be taken until the successful completion of six months' service. If an employee's annual leave accrual rate changes during a pay period, the new rate will be credited from the first day of that period. **(Revised 12/21/94)**
- (b) An employee with more than three and up to five years of employment will earn annual leave at the rate of 4.64 hours per pay period (approximately 1-1/4 days per month).
- (c) An employee with more than five and up to ten years of employment will earn annual leave at the rate of 5.52 hours per day period (approximately 1-1/2 days per month).
- (d) An employee with ten years or more of employment will earn annual leave at the rate of 6.48 hours per pay period (approximately 1-3/4 days per month).
- (e) An employee with more than twenty years and up to thirty years of employment will earn annual leave at the rate of 7.69 hours per pay period (approximately 2 days per month). **(Revision Approved 6/19/96; Effective 7/01/96)**
- (f) An employee with thirty or more years of employment will earn annual leave at the rate of 9.23 hours per pay period (approximately 2-1/2 days per month).
- (g) Annual leave will be normally scheduled in advance by the employee's immediate supervisor, in consideration of the operating requirements of the section and the division. However, in an emergency situation, annual leave will be authorized so long as the employee's immediate supervisor is notified in advance.
- (h) The maximum accumulation of annual leave is forty (40) working days as of the end of the calendar year. Use of annual leave of more than twenty (20) days must be scheduled and approved by the Air Pollution Control Officer.
- (i) For the purposes of determining the rate of annual leave, accumulated service within the District will be used less any time for leave of absence in excess of two pay periods.
- (j) If a pay day falls during an employee's vacation, the employee may receive a partial pay warrant for the pay period. The employee may pick up the warrant three (3) days prior to beginning vacation, provided two weeks' notice is given to the payroll clerk.

11.2 SICK LEAVE.

- (a) Coverage - Sick leave is granted leave to cover authorized absence by an employee unable to work for any of the following reasons:
 - (1) Personal injury or illness, pregnancy, childbirth, or pregnancy-related disability.
 - (2) Exposure to contagious disease requiring quarantine.
 - (3) When the employee is required to attend to a member of the immediate family for reason stated in (1) above, to a maximum of ten (10) days per year.
(Revised 9/6/95)
 - (4) For the purpose of this section, immediate family will include: mother, father, spouse, domestic partner, children, brother, sister, grandparents and grandchildren of the employee, relatives by marriage including mother-, father-, brother-, sister-, son-, and daughter-in-law, and the following domestic partner loved ones: mother, father, brother, sister, son and daughter. **(Revision Approved 12/04/96; Effective 12/04/96)**
 - (5) Appointments for dental, eye, and other medical examinations.
- (b) Allowance - Employees will earn sick leave at the rate of 3.69 hours per pay period. There is no limit to the amount of sick leave which may be accumulated. Employees are eligible to use sick leave as it is earned.
- (c) Coordination with State Disability Insurance - Sick leave will be integrated with State Disability Insurance as soon as eligibility for such benefits is established.
- (d) Job-Related Injury - Employees injured on the job and accepted for Workers' Compensation will not be required to use sick leave for the period from the 1st through the 90th calendar day. This period will begin the day following the date of injury or the date Workers' Compensation approved the absence from work, whichever date begins the absence from work. The period will apply only once per injury. The date of injury will be paid as a day worked for pay purposes.
- (e) Holiday During a Sick Leave Period - If a holiday occurs during a continuous period of authorized sick leave, the holiday will not be counted as a day of sick leave.
- (f) Blood Donations - Employees may take up to two (2) hours to donate blood to the District's account or to a specific person's account to a maximum of twice a year without loss of sick leave credits. Such leave must be approved in advance and consistent with District operating requirements.

11.3. BEREAVEMENT LEAVE.

- (a) When a death occurs in the immediate family of an employee, the employee may take three consecutive days off, counting the day of the funeral, without loss of pay.
- (b) If the employee is the family member required to make the family arrangements for the funeral and burial (or equivalent ceremony), the employee may take up to five (5) days off without loss of pay to make such arrangements. Such time shall include all time for travel.
- (c) For the purpose of this Article, immediate family is defined the same as in Section III-11.2(a)(4).

11.4 TEMPORARY DISABILITY LEAVE. (Revised 12/21/94)

An employee who becomes temporarily disabled for valid medical reasons including illness, injury, or other medical reasons (other than pregnancy), is entitled to a temporary disability

leave for any period of actual disability for up to a total of six (6) months. Leave in excess of six (6) months may be granted under a leave of absence (see Section 11.8 below).

Before taking unpaid leave, the employee must use all available sick leave except for 80 hours that may be retained or used at the employee's discretion. An employee has the option to use his/her accrued annual leave and floating holiday leave during the disability period. State Disability Insurance benefits received by the employee will be converted to sick leave hours and credited to the employee's sick leave accrual balance. Sick leave and annual leave compensation will be coordinated with State Disability Insurance benefits.

Temporary disability leave grants the employee rights to return to the same position the employee held prior to the leave, or to a comparable position in the same job classification and at the same pay grade.

An employee on temporary disability leave continues to receive benefits described in Section 10, except that an employee on temporary disability leave without pay for 80 hours or more during a fiscal year will not accrue annual or sick leave, receive transit subsidy, or receive educational reimbursement, unless the course was approved prior to the commencement of the leave. However, an employee will continue to accrue annual and sick leave if on temporary disability leave due to an injury sustained while on the job, provided that the period of the leave is covered by an approved Worker's Compensation claim. Employee and employer contributions to PERS are not paid during unpaid portions of temporary disability leave. Temporary disability leave is not considered a break in service.

To enable an employee who is temporarily disabled to return to work as soon as possible, the employee may request a transfer to a less hazardous or strenuous position for the duration of the disability. The APCO will grant such a request if it can be reasonably accommodated. The request for a transfer must be based on the advice of the employee's health care provider.

Temporary disability leave, unlike pregnancy disability leave, runs concurrently with leave taken under the Family Care and Medical Leave provision of Section 11.7 below.

An employee who plans to take a disability leave must give reasonable notice of the date the leave will commence and the estimated duration of the leave. The employee shall provide a medical certification from the employee's health care provider to the Personnel Section within one week after the commencement of any temporary disability leave, and shall provide a supplemental medical certification at least once every four weeks thereafter. In the case of a severe or extended illness, the APCO may waive the requirement to provide supplemental medical certifications.

11.5 MILITARY LEAVE. (Revised 1/6/10)

Military leave is governed by the Military and Veterans Code of the State of California and the federal Uniformed Services Employment and Reemployment Rights Act.

11.6 LEAVE WITHOUT PAY. (Revised 12/21/94)

Regular full-time or part-time and probationary employees may be granted a leave without pay for non-medical reasons. Such leave will be granted at the discretion of the APCO.

Leave may be granted for any period of time up to thirty (30) calendar days and may be extended for one (1) to ten (10) additional working days. A working day is any day that the District office is open for business. A return to work of one full day is considered as ending a leave period. Additional time after this day will be requested as a new and separate leave.

An employee on leave without pay continues to receive benefits described in Section 10, except that an employee on leave without pay for more than 80 hours during a fiscal year will not accrue annual or sick leave for the period of leave without pay in excess of 80 hours, and will not receive transit subsidy, or receive educational reimbursement, unless the course was approved prior to the commencement of the leave. Employee and employer contributions to

PERS are not paid during leave without pay. A leave without pay is not considered as a break in service, and the employee is assured return to the same position, or to a comparable position in the same job classification and at the same pay grade.

11.7 FAMILY CARE AND MEDICAL LEAVE. (Revised 1/6/10)

Reasons for Taking Family Care and Medical Leave

Eligible employees can take Family Care and Medical Leave for any of the following reasons:

1. Birth of an employee's child.
2. Placement of a child with an employee for adoption or foster care.
3. Due to the employee's own serious health condition.
4. To care for a spouse, domestic partner, child or parent with a serious health condition.
5. Due to a qualifying exigency arising out of the fact an employee's spouse, domestic partner, child or parent is on active military duty or has been notified of an impending order to active duty ("Qualifying exigency leave").
6. To care for a current member of the Armed Forces, National Guard or Reserves who has a serious injury or illness if the employee is the spouse, domestic partner, child, parent or next of kin of the servicemember ("Military caregiver leave").

Amount of Leave

Eligible full-time employees are entitled to up to 12 workweeks (480 hours) of family care and medical leave in a 12 month period when the leave is taken for reasons 1 through 5 above. The 12 month period begins on the first date family care and medical leave is taken.

Eligible full-time employees are entitled to up to 26 workweeks (1040 hours) of military caregiver leave within a single 12 month period. Unlike other types of family medical leave, military caregiver leave is a one time entitlement only; it does not renew annually.

An eligible employee may combine military caregiver leave with traditional family medical leave during a single 12 month period; however, the employee is limited to taking a maximum of 26 weeks of leave in such circumstances.

Intermittent or Reduced Schedule Leave

When necessary, family care and medical leave may be taken intermittently or the employee may be authorized to work on a reduced schedule. The District may require the employee to provide certification supporting the need for intermittent or reduced schedule leave. Employees are required to make a reasonable effort to schedule intermittent leave so as not to disrupt the District's operations.

When an employee is taking intermittent leave or working a reduced schedule, the employee may be transferred to an alternate position, with equivalent pay and benefits, that accommodates the periods of leave better than the employee's regular position.

Earned benefits shall be reduced for an employee with a reduced work schedule, if the reduction is one which is normally made for part-time employees.

Eligibility

An employee is eligible for family care and medical leave if he or she has been employed by the District for at least 12 months and has performed work for at least 1250 hours during the 12 months preceding the leave period.

An employee who works part-time is eligible for family care and medical leave if he or she has been employed for at least 12 months. For eligibility purposes, the hours of work performed for by a part-time employee will be calculated on a pro-rata or proportional basis.

Leave entitlement is equal to the sum of work hours and paid leave, including paid or unpaid pregnancy disability leave, during the twelve week period immediately preceding the first request for family care and medical leave, to a maximum of 480 hours.

Use of Accruals

Family care and medical leave is unpaid

An employee who is taking family care and medical leave to care for an eligible family member, for the birth or placement of a child, or for a qualifying exigency must use all accrued annual leave and floating holidays, except for 80 hours that may be retained or used at the employee's discretion. An employee may also use sick leave in an amount not less than the sick leave that would accrue during six months of the employee's current rate of entitlement when leave is taken to care for an ill family member.

An employee who is taking leave due to the employee's own serious health condition must use all available sick leave, except for 80 hours that may be retained or used at the employee's discretion. The employee is not required, but may choose to, use accrued annual leave and floating holidays during the leave.

Use of paid leave accruals during otherwise unpaid family care and medical leave does not increase the amount of leave available to an employee.

Notice

If possible, the employee must provide the District with at least 30 days' notice before the leave begins. If this is not possible, the employee must provide as much notice as is practicable.

To the extent that the employee's absence is the result of planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as to avoid undue disruption of the District's operations.

Certification

An employee will be required to submit a certification to the division director supporting the need for family care and medical leave. The content of the certification is dependent upon the type of leave being taken as described below.

- (a) For employee's own serious health condition: The certificate shall state (1) the date on which the serious health condition began; (2) the probable duration of the condition; and (3) a statement that due to the serious health condition the employee is unable to perform one or more of the essential functions of his or her position. If intermittent or reduced schedule leave is sought, the certificate must also indicate the medical necessity for the intermittent or reduced schedule leave and its expected duration.
- (b) For family member's serious health condition: The certificate shall state (1) the date on which the serious health condition began; (2) the probable duration of the condition; (3) the amount of time needed to care for the family member; and (4) a statement that the family member's condition warrants the participation of the employee to provide care. If intermittent or reduced schedule leave is sought, the certificate must also indicate that such leave is necessary for the care of the family member and the expected duration of the intermittent or reduced schedule leave.
- (c) For qualifying exigency leave: The certificate shall state (1) the name of the covered military member; (2) the employee's relationship to the military member; (3) a statement describing the reason for requesting qualifying exigency leave and any related supporting documentation; (4) the date on which the leave will commence; and (5) the probable duration of the leave. If intermittent or reduced schedule leave is sought, the certificate must also indicate the anticipated frequency and duration of such

leave. The employee may also be required to provide a copy of the military member's active duty orders.

(d) For military caregiver leave:

1. An employee may be required to provide a certificate containing the following information: (1) the name of the servicemember; (2) the relationship of the employee to the servicemember; (3) whether the servicemember is a current member of the Armed Forces, National Guard or Reserves; (4) whether the servicemember is assigned to a military medical facility and the name of such facility; (5) whether the servicemember is on the temporary disability retired list; (6) a description of the care to be provided to the servicemember; and (7) an estimate of the duration of the leave.
2. An employee may also be required to provide a certificate from an authorized health care provider setting forth the following: (1) whether the servicemember's injury or illness was incurred in the line of duty on active duty; (2) the date on which the injury or illness began and its probable duration; (3) whether the injury or illness renders the servicemember unfit to perform his or her duties; (4) whether the servicemember is receiving medical treatment, recuperation or therapy; (5) information sufficient to establish that the servicemember is in need of care; and (6) the estimated duration of the need for care. If intermittent or reduced schedule leave is sought, the certificate must also indicate that such leave is necessary for the care of the family member and the expected duration of the intermittent or reduced schedule leave. Health care providers authorized to provide this certificate include a U.S. Department of Defense (DOD) health care provider, a U.S. Department of Veterans Affairs health care provider, a DOD TRICARE network health care provider, or a DOD non-network TRICARE health care provider.
3. In lieu of certification forms containing the information set forth above, the District will accept Invitational Travel Orders (ITOs) or Invitational Travel Authorizations (ITAs) issued to a family member of a servicemember.

All certificates will be maintained in a confidential file in the Personnel Section.

Benefits

Family care and medical leave will not be considered a break in service. An employee will continue to receive benefits, except that an employee on unpaid family care and medical leave for 80 hours or more during a fiscal year will not accrue annual and sick leave, receive transit, subsidy, or receive education reimbursement, unless the course was approved prior to the commencement of the leave. Employee and employer contributions to PERS are not paid during unpaid portions of family care and medical leave.

Reinstatement

Employees returning from family care and medical leave will be reinstated in the same position, or to a comparable position in the same job classification and at the same pay grade.

An employee who takes leave for his or her own serious health condition may be required to produce a fitness for duty certification prior to returning to work.

Limitations on leave taken after the birth or placement of a child

Entitlement to this leave expires at the end of the 12-month period beginning on the date of the birth or placement of the child.

If both parents are employed by the District, the aggregate number of hours to which they both are entitled is the larger of their individual entitlements.

PERSONNEL POLICIES & PROCEDURES

LEAVE AND HOLIDAYS

Important Definitions

Child:

For purposes of leave taken for birth or placement of a child or to care for a family member with a serious health condition, “child” means a biological, adopted, foster child, stepchild, legal ward, or a child for whom the employee is acting as a parent. The child must be under 18 years old or over 18 and incapable of self-care due to a physical or mental disability.

For purposes of military caregiver or qualifying exigency leave, “child” is a biological, adopted, foster child, stepchild, legal ward, or a child for whom the employee is acting as a parent who is of any age.

Next of Kin: For purposes of military caregiver leave, “next of kin” means the nearest blood relative other than the servicemember’s spouse, domestic partner, parent or child, in the following order: blood relatives who have been granted legal custody of the servicemember by court decree, siblings, grandparents, aunts and uncles, and first cousins, unless the servicemember has designated in writing another person as his or her nearest blood relative.

Serious Health Condition: An illness, injury, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice or residential health care facility, or continuing treatment or supervision by a health care provider.

Interaction with Pregnancy Disability Leave

Pregnancy disability leave, as described in Section 11.9, may be taken in addition to family care and medical leave, and is not subtracted from the family care and medical leave entitlement. However, any other form of leave (including sick leave and temporary disability leave) which is taken for the purposes of allowed under this Section 11.7, whether paid or unpaid, will be subtracted from the family care and medical leave entitlement. There is no need for the employee or the child to have a serious health condition, nor is it required that an employee continue to be disabled by her pregnancy, childbirth or any related medical condition before taking family care and medical leave in the year following the birth or adoption of a child.

In addition to the leave allowed under this Section 11.7, an employee may be entitled to additional leave time pursuant to Section 11.4 above due to the employee’s disability. The APCO may also grant additional leave without pay pursuant to Section 11.6 above or a leave of absence pursuant to Section 11.8 below.

11.8 LEAVE OF ABSENCE. (Revised 12/21/94)

- (a) Leave of absence may be granted for non-medical reasons or to continue a medical leave for a maximum of six (6) months by the APCO. A consecutive leave of absence may be granted but in no case for a total of more than twelve (12) months for any employee.

No annual or sick leave credits are earned during leaves of absence. An employee on a medical leave of absence continues to receive benefits described in Section 10, except that an employee on leave of absence shall not receive transit subsidy, or receive educational reimbursement, unless the course was approved prior to the commencement of the leave. Employee and employer contributions to PERS are not paid during unpaid leaves of absence. An employee on a leave of absence for non-medical reasons receives none of the benefits described in Section 10. A leave of absence for non-medical reasons is considered a break in service, and the position vacated by this leave may be open for recruitment of a regular employee.

- (b) Return after unexpired leave. Granting a leave of absence will permit the return of the employee to District employment before the expiration of the leave of absence under the following conditions.

- (1) The employee will have preference for re-employment in the same classification or at another lower classification for which the person is qualified, provided the position is vacant.
- (2) Leave of absence does not confer any absolute right to return to position or employment.
- (3) Employee time in-grade for salary increase will be preserved, at the same level.
- (4) Accrued pension rights and pension time will be preserved.

11.9 PREGNANCY DISABILITY LEAVE. (Revised 12/21/94)

An employee is eligible to take pregnancy disability leave for any period of actual disability caused by pregnancy, childbirth or any related medical conditions for up to 88 working days per pregnancy. Leave in excess of 88 working days may be granted for up to an additional two months as temporary disability leave under Section 11.4 above, under family care and medical leave under Section 11.7 above, as leave without pay under Section 11.6 above, or as a leave of absence under Section 11.8 above. A working day is any day that the District Office is open for business. The leave can be taken before or after birth, or intermittently for any period of time an employee is unable to work because of the pregnancy or pregnancy-related condition.

An employee has the option to use her accrued annual leave, sick leave and floating holiday leave during the disability period. Sick leave and annual leave compensation will be coordinated with State Disability Insurance benefits. State Disability Insurance benefits received by the employee will be converted to sick leave hours and credited to the employee's sick leave accrual balance.

Pregnancy disability leave grants the employee the right to return to the same position the employee held prior to the leave. An employee on pregnancy disability leave continues to receive benefits described in Section 10, except that an employee on pregnancy disability leave without pay will not receive transit subsidy or receive educational reimbursement, unless the course was approved prior to commencement of the leave. Employee and employer contributions to PERS are not paid during unpaid portions of pregnancy disability leave. Pregnancy disability leave is not considered a break in service.

An employee who is temporarily disabled because of pregnancy or a pregnancy-related condition may request a transfer to a less hazardous or strenuous position for the duration of the disability. The APCO will grant such a request if it can be reasonably accommodated. The request for a transfer must be based on the advice of the employee's health care provider.

Pregnancy disability leave is in addition to leave granted under the family care and medical leave provision of Section 11.7 above. At the end of an employee's period of pregnancy disability leave, the employee may request to take family care and medical leave, if the child has been born by this date.

An employee who plans to take a pregnancy disability leave must give reasonable notice of the date the leave will commence and the estimated duration of the leave. To continue this leave beyond the first six weeks after birth, the employee shall provide a medical certification of the disability from the employee's health care provider to the Personnel Section by the end of the seventh week after birth, and shall provide a supplemental medical certification at least once every four weeks thereafter unless the APCO waives the requirement to provide such supplemental medical certifications.

11.10 GRANTING A LEAVE FROM WORK. (Renumbered 12/21/94)

No leave provision mentioned above is granted automatically, but must be applied for and approved before the provisions for such leave are applicable. The APCO may reject a request for such leave for justifiable reason.

11.11 JURY DUTY. (Renumbered 12/21/94)

Any employee of the District summoned to serve on a jury shall be entitled to regular pay provided the employee deposits the fees for service with the District Director of Administrative Services (except any mileage reimbursement).

11.12 SUBPOENA AS A WITNESS. (Renumbered 12/21/94)

Any employee of the District subpoenaed as a witness shall be entitled to regular pay provided the employee deposits the fees for services with the District's Director of Administrative Services.

11.13 HOLIDAYS. (Revised 10/02)

(a) The following days will be paid holidays for all employees:

New Year's Day	(First day of January)
King's Birthday	(Third Monday of January)
Lincoln's Birthday	(Twelfth day of February)
Washington's Birthday	(Third Monday of February)
Memorial Day	(Last Monday of May)
Chavez' Birthday	(Thirty-first day of March)
Independence Day	(Fourth day of July)
Labor Day	(First Monday of September)
Columbus Day	(Second Monday of October)
Veterans Day	(Eleventh day of November)
Thanksgiving Day	(Fourth Thursday of November)
Day After Thanksgiving	(Fourth Friday of November)
Christmas Day	(Twenty-fifth day of December)

(b) Every day appointed by the President of the United States or Governor of California as a holiday.

(c) Holidays falling on Sunday will be celebrated on the following Monday. Holidays falling on Saturday will be celebrated on the preceding Friday, except, if the Governor proclaims the following Monday to be the holiday.

(d) Commencing on October 2002, and every fiscal year thereafter, unless otherwise modified by the Board of Directors, the District shall grant each management employee 72 hours of floating holiday and each confidential employee 36 hours of floating holiday. Except, any management or confidential employee who is hired after July 1st of the current fiscal year shall receive a prorated portion of the total floating holiday hours based upon the remaining months for that fiscal year. For purposes of prorating, any management or confidential employee whose hire date is between the 1st and the 15th of the month shall receive his/her prorated portion for that month. For purposes of prorating, any management or confidential employee whose hire date is between the 16th and the last day of the month shall not receive any prorated portion for that month.

Management and confidential employees who were employed on or before July 1st of the fiscal year shall be credited with the total floating holiday hours on July 1st of the current fiscal year shall receive the total prorated portion of floating holiday hours on their date of hire for that fiscal year.

Employees must request to use floating holiday no less than five (5) days in advance. A floating holiday can be taken only with the approval of the employee's supervisor.

(e) If an employee normally is not scheduled to work on a day which is a paid holiday for other District employees, that employee is entitled to 8 hours of paid holiday leave on the day on which that employee is normally scheduled to work which immediately precedes or follows the paid holiday.

- (f) Employees working a compressed workweek whose normal workweek includes a paid holiday for other employees are only entitled to 8 hours of paid leave for that holiday.

11.14

BENEVOLENT LEAVE FUND (Revised 10/5/11)

The Benevolent Leave Fund is established for the use and donation by District employees. Any District employee (hereinafter referred to as “employee”) may donate annual leave, sick leave, compensatory time, or floating holiday, with the limitation noted in subsection A immediately below, to the benevolent leave fund for the benefit of employees who are catastrophically ill or injured for one hundred (100) consecutive working hours or longer. In order to donate leave, the following conditions apply:

- (a) Only accrued annual or sick leave, compensatory time, or floating holiday leave may be donated to the fund. Any employee may donate up to 40 hours of sick leave to the fund per fiscal year. Floating holiday leave that is donated will only be valid during the fiscal year in which it is accrued. Thus, if in a given fiscal year, an employee donates floating holiday leave and the leave is not used during that fiscal year, the donated leave will expire on the last day (June 30) of that fiscal year.
- (b) To donate accrued leave to the fund, an employee must be eligible to accrue or use annual leave credit and cannot currently be using leave from the Benevolent Leave Fund.
- (c) To donate sick leave, an employee must have a sick leave balance of at least 200 hours.
- (d) Donated leave may be designated for a specific employee, or may be donated without designation. Floating holiday leave shall be used first. Other benevolent leave that is designated to a specific employee must be used in the sequence it was donated. If leave that is donated to a specific employee is not used within 120 days, such leave will be added to the general benevolent leave fund.
- (e) Leave may be donated to the fund regardless of whether there is a qualified recipient.
- (f) Leave may not be sold, bartered or traded to another employee under any circumstances.
- (g) Once leave has been donated to the fund, that leave cannot be reclaimed by the employee making the donation unless and until that employee later becomes an eligible fund recipient.

In order to be a fund recipient, the following conditions apply:

- (h) The recipient must be catastrophically ill or injured, on an approved leave for medical purposes and must have on file with the Human Resources Office a medical verification from the employee’s personal physician that demonstrates that the recipient is in fact catastrophically ill or injured and unable to work for at least one hundred (100) consecutive working hours or longer.
- (i) Upon written request from the Association Board of Directors, the Human Resources Officer shall provide, to the Association the amount of leave in the fund.
- (j) The recipient must have exhausted all forms of paid leave prior to using any benevolent leave. However, it is understood the employee will accrue all appropriate leaves during the time the Benevolent Leave Fund is in use and shall not be required to use such accrued leave during such time.
- (k) The recipient may not receive benevolent leave from the fund in an amount which exceeds 100% of that employee’s normally scheduled hours for any pay period.
- (l) Written requests to use leave from the fund shall be submitted to the Human Resources Officer.

- (m) The Human Resources Officer or designee shall provide a written response approving or denying the employee's request, or requesting more information within 5 working days. If the request is denied, the Human Resources Officer or designee shall state the reasons for denial in the written response.
- (n) If a request to use leave from the fund is denied, the refusal may be appealed to the APCO. The APCO's decision shall be provided, in writing, to the employee within ten (10) calendar days from the date an appeal is submitted.

Catastrophic illness of injury is defined as a serious illness, injury, impairment, or physical or mental condition that is present for a minimum of one hundred (100) consecutive working hours or longer.

SECTION 12 PERSONNEL TRANSACTIONS AND RECORDS

12.1 HIRING AND INITIAL ORIENTATION.

The Personnel Section will ensure that each new employee has completed all necessary forms and is given an orientation regarding the District's classification plan, salary and benefit information, and the District's basic structure and organization.

12.2 PERSONNEL AND MEDICAL FILES.

The Personnel Section maintains a personnel file on each employee containing application form or resume, references, and other pertinent forms, correspondence and materials. Necessary personal and job-related information about each employee is retained in an official personnel file in the Personnel Section. Each file contains basic identifying information, completed employment application, as well as other hiring-related documents; salary information; fringe benefit and beneficiary information; leave and attendance records; performance evaluation, disciplinary documents; and other job-related information deemed essential by management. All file contents are confidential.

Employees have the right to inspect their personnel files upon request at a mutually agreed-upon time and place.

Internal access to a personnel file is limited to supervisors and managers who are considering an employee for a promotion, transfer or other personnel action, and to other management staff who have a legitimate, verifiable need to know specific information about an employee.

Except as specified in Section III-12.3 below, no personnel information is to be disclosed to any party outside the District unless the current or former employee provides the District with a signed authorization to release information. The District reserves the right to verify basic personnel information without notifying the individual, and to cooperate with law enforcement, public safety, or medical officials who demonstrate a legitimate need to know specific information.

Medical information is retained in a separate file. This information is confidential and may be reviewed only by the employee to whom the information pertains; the employee's physician or attorney, when the employee provides a signed consent form; and, if designated, the employee's representative.

To insure that personnel files are up-to-date at all times, employees are responsible for notifying the Personnel Section of changes to any information.

12.3 EMPLOYMENT RECORD VERIFICATION.

The Personnel Section will confirm dates of employment, position, salary and reason for separation for outside employers who request information regarding former District employees.

12.4 CLASSIFICATION SYSTEM.

The Personnel Section will ensure that each position in the District is properly classified and that the system is maintained.

12.5 REQUESTS FOR NEW EMPLOYEES. (Revised 12/21/94)

- (a) In order to fill a vacancy for a regular employee, full-time or part-time, the supervisor or section manager will request that the Personnel Section initiate a Request For New Employee form. The form will be signed by the supervisor making the request and the Division Director, then routed to the Director of Administrative Services to determine availability of funds. If funds are available, the request form will be routed to the Deputy APCO, when applicable, and the APCO for approval.
- (b) When a limited-term employee or student worker, full-time or part-time, is needed due to an increase in workload and/or absence of a regular employee, the supervisor or section head must submit a written justification to the Division Director, the Deputy APCO, when applicable, and the APCO for approval. The Personnel Section will initiate a Request for New Employee form upon receipt of the approved justification. The Request For New Employee form will then be signed by the requesting supervisor and Division Director, then routed to the Director of Administrative Services to determine availability of funds. If funds are available, the request form will be routed to the Deputy APCO, when applicable, and the APCO for approval.
- (c) Upon receipt of the approved Request form, the Personnel Section will initiate recruitment for the position(s).

12.6 PERSONNEL ACTION FORMS.

Personnel actions including new hire, promotion, transfer, merit increase, or any other change in employment status must be approved by the immediate supervisor, the Division Director, and where appropriate, the Deputy APCO and the APCO before such action become effective. The Personnel Section will initiate the appropriate form and will inform the Division and the employee concerned of the approval of the action to be taken.

SECTION 13 METHOD OF FILLING VACANCIES

13.1 RECRUITMENT AND SELECTION OF EMPLOYEES. (Revision Approved 9/18/02; Effective 9/18/02)

(a) Recruitment / Selection Procedures

The Human Resources Department, in consultation with the designated hiring manager, shall be responsible for the recruitment of applicants, as well as the planning, designing, constructing, and administering of the selection process. Selection processes shall be job related and developed in accordance with the federal Equal Employment Opportunity Commission's Uniform Guidelines on Employee Selection Procedures and related professional standards.

(b) Recruitment Bulletins & Notices

1. Written notices concerning vacancies, transfer opportunities, selections for special assignments and related promotional opportunities shall be posted on the

District's website and at work locations of employees who may be affected not later than 10 working days prior to the closing date for the filing of appropriate applications.

2. The Human Resources Department shall determine the need for the use of newspaper advertisements and/or the distribution of bulletins for public notice on a case-by-case basis.

(c) Interest Cards

1. The Human Resources Department shall maintain a file of "interest cards" on which interested persons may indicate that they wish to be notified if and when the application filing period for a particular classification is open. Interest cards shall be kept on file for one year.
2. Application materials shall be mailed to all persons who have an "interest card" for the proper classification on file in the Human Resources Department prior to the open date of filing. It is the responsibility of the "applicant" to maintain the currency of the information provided on interest cards.
3. The failure of any person to receive notice of a vacancy shall not invalidate any procedure.

(d) Filing of Applications

1. Applications for employment will only be accepted if received in the Human Resources Department offices during normal business hours, prior to the close of the filing period. The filing period shall be announced by notice given in accordance with section 13, above, specifying the date by which applications must be received or postmarked. Filing periods may be extended by approval of the Human Resources Officer.
2. Late applications may be accepted by the Human Resources Officer for verifiable cases involving illness, prolonged hospitalization, a serious accident and, in the case of a verifiable mis-delivery or error by the U.S. Postal Service or the District's Mail Unit, when it can be documented that the reasons for failing to file a timely application are beyond the candidate's control, or in instances in which an error was made detrimentally affecting the applicant.

(e) Reasons for Rejecting an Applicant or Candidate for Employment

The following is a comprehensive, but not limiting, listing of reasons for which applicants or candidates for employment may be rejected:

Unsatisfactory health conditions.

Advocacy of overthrow of the Government of the United States or the State of California by force, violence, or other unlawful means.

Making a false statement or omitting a statement as to any material fact on an application form.

Practicing any deception or fraud in connection with an examination, or to secure employment.

Dismissal from a previous employment for cause.

Discharge other than honorable from the armed forces of the United States.

A record of unsatisfactory service with the District.

Failure to meet approved standards covering any other basis for rejection of unfit applicants and candidates other than failure to meet requirements established for the examination relating to training, experience, licenses, and certificates.

Failure to report for duty after an assignment has been offered and accepted.

Failure to demonstrate eligibility to work legally in the United States.

Failure, after due notice, to report promptly for review of any of the above reasons for rejection. Such notice shall state that the failure to report is the basis for rejection.

Criminal convictions including Motor Vehicle Violations when driving is integral to performance of the assigned duties (the period for which a candidate may be barred varies, based on the offense for which the candidate was convicted).

(f) Initial Application Screening

The Human Resources Analyst shall conduct an initial screening of all of the applications and supplemental materials received by the closing deadline. Applications shall be screened to determine if the listed education, training, and experiences meet the minimum qualifications criteria specified for the class. The Analyst may make use of one or more Subject Matter Experts (SME) to assist in qualifying the applications.

(g) Additional Selection Procedures

1. When the Human Resources Analyst determines that a substantial number of applications have been received, applications may be further screened by an assessment panel using training and experience standards more specific than just the minimum qualifications for the job.

Training and experience evaluation (T&E) assessment panels shall include at least two members. The scoring of the T&E shall be made on a Rating Sheet designed specifically for evaluating the training and experience of applicants and only those applicants having the most directly related experience as determined by the evaluation will continue in the selection process.
2. Combinations of written, performance and/or oral examinations may be used to further assess the candidate's qualifications.
3. A candidate who obtains a score below the pass point in any one part or in any combination of parts of an examination shall be eliminated from further competition in that examination process.

(h) Oral Boards

1. For classes of positions deemed by the Human Resources Department to require an oral examination, the oral examination board shall include at least two members. Unless specifically directed to evaluate candidates' technical knowledge and skills, the oral examination board shall confine itself to evaluating general fitness for employment in the class. When the oral examination board is directed to evaluate technical knowledge and skills, at least two members of the board shall be technically qualified in the specified occupational area.
2. In no case will an oral examination board be provided with confidential references on employees of the district who are competing in promotional examinations. Scores achieved by the candidate on other parts of the examination shall not be made available to the oral examination board.

3. Questions relating to race, color, national origin, ancestry, age, marital status, sex, sexual orientation, religious creed, political affiliation, medical condition or, physical or mental disability, shall not be asked during an examination interview or interview for appointment.

(i) Eligibility Lists

1. After the examination process is completed, candidates shall be ranked on an eligible list according to their scores. Scores will be based on the combination of the scores from each part of the examination process after the appropriate weights are applied.
2. Scores shall be rounded up (.5 and above) to the nearest whole number.

(j) Final Selection (Hiring) Interview Process

1. When fewer than four applicants are determined to be qualified as a result of the application screening process or subsequent examination procedures, all the qualified candidates may be referred directly to the hiring department for consideration in a selection interview or other selection procedure. The hiring manager may make a selection or request that a new recruitment be initiated. This provision is intended to allow the hiring manager the ability to consider a minimum of four qualified eligibles prior to making a selection.
2. For any single vacancy, the Human Resources Officer shall refer the top four names (or more if there are ties in ranking with the fourth name) on the eligible list to the hiring department. After receiving the referral of names from the eligible list, the hiring department may select any of the referred eligibles.

(k) Offers of Employment

After interviewing all the referred eligibles, the department shall notify the Human Resources Officer of its intention to make an offer of employment. The Human Resources Department is responsible for making offers of employment.

(l) Step Upon Hire

Initial appointments will normally be made at the first step of the range. Advanced step placement, up to Step "C", may be made when a lower step appointment does not provide the person selected with a minimum 5% increase over their existing salary or when there are other extenuating circumstances. approval is obtained from the CEO upon recommendation from the Hiring Manager.

Promotional employees will be placed on the step of the new range that affords a minimum 5% increase over their current salary.

(m) Leave to Participate in Examinations

Employees may participate in examinations and other employment procedures scheduled during working hours without loss of pay, provided the employee notifies their supervisor two days prior to the date of the examination.

(n) Restrictions On Repeating an Examination

Applicants who have competed in an examination process may not repeat the examination for the same classification or repeat tests or test parts which are comprised of essentially the same questions or problems for six months. On the request of the applicant, when the examination process remains the same, the applicant may use his or her score on the previous examination in the current recruitment.

(o) Appeals of Recruitment / Selection Procedures

1. Appeals of an examination part must be received in writing in the Human Resources Department within three (3) working days of the occurrence of the event that is the subject of the appeal.
2. Appeals of an examination part shall descriptively state the specific allegation (inappropriate act, event or omission) on which the appeal is made, how the stated act, event or omission adversely affected the appellant, and the appellant's desired remedy. Failure to adequately describe the basis for the appeal may be grounds for denial of the appeal.
3. The Human Resources Officer shall review the basis for the appeal and shall promptly respond. If the event the Human Resources Officer is unable to respond to an appeal prior to conducting a subsequent examination part, s/he may authorize the candidate to continue in the examination process pending a final decision on the appeal. If the candidate is authorized to provisionally continue in the examination process, any testing part that the candidate participates in will not be scored until the appeal is completed.
4. If the appeal is denied, a written request for a second level review must be filed in the Human Resource Department within three (3) working days of the notice of denial. The Director of Administration will review the decision and shall issue a decision within five (5) working days of receipt of the request for a second level review.
5. If the second level review is denied by the Director of Administration, a final appeal may be made to the CEO. The CEO may choose to respond or let the matter rest.

This section is intended to ensure that alleged improprieties in the conduct of examinations be addressed as quickly as possible. A rating or score by an oral board may not be appealed.

13.2 ORDER OF FILING VACANCIES

1. Vacancies for Confidential and Management classes shall be filled in the following order:
 - a. Approved transfer (same classification).
 - b. Reinstatement from layoff.
 - c. Return from medical leave.
 - d. Return from non-medical leave.
 - e. Promotion, new hire or temporary assignment.

13.3 EXEMPTIONS (Added 5/3/2023)

- (a) Appointments to positions in the following classifications shall be exempt from the recruitment process in Sections 13.1 and 13.2:
 - (1) Executive Officer/Air Pollution Control Officer;
 - (2) District Counsel;
 - (3) Chief Operating Officer;
 - (4) Deputy Executive Officer;
 - (5) Senior Assistant Counsel.
- (b) Appointments to the classifications listed in subsection (a), above, need not include a competitive recruitment process and may be appointed directly by the appointing

authority listed in in Section III-3.3(c), subject to budgetary approval. Appointments to these classifications may be made at any salary step, notwithstanding any limitations in this Code, including Sections III-6.2 or III-6.4.

Memo

To: Hyacinth Hinojosa, Deputy Executive Officer of Finance and Administration
Lisa Baker, Human Resources Officer
Judy Yu, Human Resources Manager
Joseph Huynh, Senior HR Analyst
Bay Area Air Quality Management District

From: Allison LeMay, Senior Manager
Michelle New, Manager
Isaac Bales, Manager
Donna Peter, Special Advisor
Woody Battle, Senior Consultant

Date: March 22, 2024

Subject: Recommended Revisions to the Bay Area Air Quality Management District (BAAQMD or Air District)
Human Resources Administrative Code and New Human Resources Policy Manual

Baker Tilly was engaged by the Air District to conduct a review of its human resources policies and processes to identify recommendations resolving current operational gaps. We have conducted our initial review of policies and have identified changes we recommend, as summarized below.

Project Approach

We conducted our review by carrying out the following tasks:

- Interviewed and conducted focus groups to understand what changes staff would suggest for the human resources policies. Interviews and focus groups were conducted with:
 - Leadership team
 - Department personnel
 - Staff throughout the district
 - BAAQMD Employees' Association, Inc. (EA)
 - Renne Public Law Group
- Reviewed the Bay Area Air Quality Management District Administrative Code (updated June 2023 and January 2024), the Administrative Instructions, and the 2023-2025 Memorandum of Understanding (MOU) between BAAQMD and the EA.
- We thoroughly reviewed various documents provided by BAAQMD as well as best practice model personnel policies.

Recommended Changes

Consolidate Human Resources Policies into a Manual

Currently, the majority of BAAQMD's directives are provided in the administrative code, the MOU or both documents, rather than a stand-alone human resources policy manual. We propose to create a

comprehensive human resources (HR) policy manual that covers all aspects of employment, benefits, performance, conduct, and other relevant topics which does not require Board of Directors (Board) approval with each update. However, because it is not within our scope to create a complete policy manual for the Air District, we will create the manual's framework and insert the 25 policies that we draft and/or update. The Air District will then be responsible for incorporating all recently updated human resources policies into said manual and adding any additional policies as they become necessary or relevant. We also suggest removing any policies that are duplicated or outdated from the Air District's administrative code and MOU. This will simplify the policy framework, reduce confusion and inconsistency, and improve compliance and accountability. Additionally, this will provide employees with a manual that is easy to navigate.

An administrative code, MOU, benefits resolution and human resources policy manual serve different purposes for an organization, as detailed below:

- An administrative code is a comprehensive set of rules and regulations that govern various aspects of the organization's operation, such as finance, taxation, public safety, and more. It is created by and updated by the governing body, and is mainly used by administrators, managers, and officials.
- A human resources policy manual focuses on policies related to employees within the organization. It covers topics such as employment basics, workplace policies, and a code of conduct. It is an administrative document that can be updated without governing body approval, and it is intended for employees, HR professionals, and anyone managing staff.
- An MOU is a contract that spells out the terms and conditions of employment for a specific bargaining unit of public employees. It may include information about compensation, benefits, working hours, grievance procedures, and other rights and responsibilities of both the employer and the employees. An MOU is usually negotiated between the employer and a recognized employee organization representing the employees' interests. In the case of policies, an MOU should be used to supplement or clarify a policy manual when there is a need for additional detail on a particular topic.
- For those unrepresented employees (those who are not part of a collective bargaining unit or union), it is best practice to develop a benefits resolution that is updated and approved by the Board on a regular basis rather than including benefit information in an administrative code. A benefit resolution is a document that specifies the terms and conditions of the employee benefits offered by a public employer to its unrepresented employees. A benefit resolution may include information such as eligibility, enrollment, contribution rates, coverage options, and termination of benefits.

The proposed sections of the manual are identified in Table 1.

Table 1. Recommended Policy Organization

Recommended Policy Manual Sections
Section 1. Introduction
Section 2. Equal Employment Opportunity
Section 3. Recruitment, Selection and Appointment
Section 4. Compensation and Payroll Practices
Section 5. Benefits
Section 6. Leaves of Absences
Section 7. Health, Safety and Security
Section 8. Discipline

Recommended Policy Manual Sections
Section 9. Separations
Section 10. Miscellaneous
Acknowledgement Form

We have created a matrix (shown in Table 2) that maps the existing policy topics and their current location (administrative code, MOU, etc.) to the recommended location.

Table 2. Recommended Mapping to New Policy Location Current and Recommended Policy Location

Policy Type	Current Location	Recommended Location	Comments
Family Medical Leave	Administrative Code (2023) and MOU	HR Policy Manual (Section 6) and MOU	The EA has negotiated an enhanced FMLA provision, which should remain in the MOU.
Recruitment, Transfer, Selection and Appointment	Administrative Code (2023)	HR Policy Manual (Section 3)	Transfer is currently not addressed in either the Administrative Code or MOU.
Safety	MOU References Administrative Code	HR Policy Manual (Section 7)	There is no safety policy in the current Administrative Code.
Pregnancy Disability Leave	Administrative Code (2023) and MOU	HR Policy Manual (Section 6)	MOU references Administrative Code.
Policy Against Discrimination, Harassment and Retaliation; Complaint Procedure	Administrative Code (2023), MOU, and stand-alone policy (2024)	HR Policy Manual (Section 2)	Broader policy to primarily focus on personnel. To include retaliation and harassment provisions and define protected activity and classification.
Work Schedules and Attendance	Administrative Code (2023) and MOU	HR Policy Manual (Section 4) and MOU	Depending on what is included, this is appropriate in either the HR Policy Manual or MOU.
Technology and Equipment Management	Administrative Code (2023), stand-alone policy (2024)	HR Policy Manual (Section 7)	Current technology policies are mentioned through telecommuting stand-alone policies and brief Administrative Code language. Additional technology and equipment language for all Air District equipment needed.
Causes for Discipline and Procedures	Administrative Code (2023) and MOU	Administrative Code and HR Policy Manual (Section 8) and MOU	Authority and causes should be in the Administrative Code. Procedures should be in the Policy Manual. The current causes and processes for discipline should remain in the MOU for represented employees.
Prohibitions on Drugs and Alcohol in the Workplace	Administrative Code (2023) and MOU	HR Policy Manual (Section 7)	MOU currently references Administrative Code.

Policy Type	Current Location	Recommended Location	Comments
Remote Work	Administrative Code (2023), Administration Instruction currently being negotiated, stand-alone policy (2024)	HR Policy Manual (Section 10)	Currently undergoing meet and confer regarding a new policy. Policy on teleworking passed January 1, 2024, the Air District should incorporate this stand-alone policy into the new section.
Work Week, Overtime and Compensatory Time Off	Administrative Code (2023) and MOU	Administrative Code, MOU and HR Policy Manual (Section 4)	Depending on the subjects placed within this topic, this could be located within any of the three policy locations (i.e., MOU, Administrative Code, HR Policy Manual).
Resignation, Job Abandonment, Retirements, Layoff and Separation	Administrative Code (2023) and MOU	Administrative Code, MOU and HR Policy Manual (Section 9)	The layoff policy should only be in the Administrative Code and MOU.
Grievance Procedures	Administrative Code (2023) and MOU	MOU and HR Policy Manual (Section 10)	This grievance process is intended for employees only.
Military Leave	Administrative Code (2023)	HR Policy Manual (Section 6)	State and Federal Law should be referenced.
Bereavement	Administrative Code (2023) and MOU	HR Policy Manual (Section 6)	Recommend updating for compliance with state and federal law in the new HR Policy Manual.
Policy Against Violence in the Workplace	Administrative Code (2023) and MOU	HR Policy Manual (Section 7)	MOU References Administrative Code.
Equal Employment Opportunity	Administrative Code (2023 and 2024), stand-alone policy (2024)	Administrative Code, MOU and HR Policy Manual (Section 2)	In the January 1, 2024, Administrative Code this policy topic is called non-discrimination and applies to Air District programs. This should be separate from a policy that applies to employees and others.
Employee Reimbursements	MOU	HR Policy Manual (Section 10)	This should be a travel expense policy.
Fringe Benefits	Administrative Code (2023) and MOU	MOU and HR Policy Manual (Section 5)	Certain details are more suitable for inclusion in either the HR Policy Manual or MOU.
Anti-bullying	Stand-alone policy (2024)	HR Policy Manual (Section 2)	Insert recently approved policy as-is in the framework.

Revise Policy Language

Baker Tilly has identified 35 policies (shown in Tables 3 and 4) that require changes or need to be developed. The 25 policies identified as top priorities are highlighted in orange below. Some updates are required to ensure the Air District complies with current federal and state law, and others are recommended to ensure policies are not so detailed that they need to be changed frequently.

It is our understanding that policies for classification and compensation, as well as performance evaluation, are currently being reviewed by external parties other than Baker Tilly. As a result, policies specific to these topics are not addressed in the tables below but may be considered for updates.

Table 3 contains a list of the major updates we recommend and outstanding questions for discussion with you.

Table 3. Recommended Policy Updates and Outstanding Questions

Item	Topic	Proposed Policy Title	Priority	Collective Bargaining Required	Comments / Questions
1	Recruitments, Transfers, Selections and Appointments	Recruitment and Appointments	High Priority	Yes	Needs updating and consolidation. Updates should include sections on background checks.
2	Safety	Air District Workplace Safety	High Priority	Yes	Needs to be updated and consolidated.
3	Work Schedules and Attendance	Working and Attendance	High Priority	Yes	Needs policy formatting. Some language will need to remain as in MOU.
4	Technology and Equipment Management	Technology, Systems and Equipment	High Priority	Yes	Needs to be updated to include personal device usage, information management, equipment standards, etc.
5	Causes for Discipline and Procedures	Employee Discipline Procedure	High Priority	Yes	Needs to be updated, potential removal from MOU.
6	Prohibitions on Drugs and Alcohol in the Workplace	Prohibitions on Substances in the Workplace	High Priority	Yes	Needs to be updated.
7	Remote Work	Teleconference and Remote Work	High Priority	Yes	Currently a stand-alone proposed policy being negotiated.
8	Work Week, Overtime and Compensatory Time-off	Overtime and Time-off	High Priority	Yes	Needs to be updated.
9	Resignation, Job Abandonment, Retirements, Layoff and Separation	Resignations and Separations	High Priority	Yes	Recommend including exit interviews section to this policy.
10	Grievance Procedures	Grievance Procedures	High Priority	Yes	Recommend referring to the MOU in the policy for represented employees (needs updating).
11	FMLA	Family and Medical Leave Act	High Priority	Yes	Needs to be updated.
12	Pregnancy	Pregnancy Leave	High Priority	Yes	Needs to be updated.
13	Military Leave	Military Leave	High Priority	Yes	Needs to be updated.
14	Bereavement	Bereavement Leave	High Priority	Yes	Needs to be updated.

Item	Topic	Proposed Policy Title	Priority	Collective Bargaining Required	Comments / Questions
15	Sick Leave and Vacation Leave	Sick and Vacation Leave	High Priority	Yes	Needs to be consolidated into new format.
16	Policy Against Discrimination, Harassment and Retaliation; Complaint Procedure	Discrimination, Harassment and Compliant Procedure	High Priority	Yes	Needs to be updated.
17	Policy Against Violence in the Workplace	Combating Violence in the Workplace	High Priority	Yes	Needs to be updated.
18	Equal Employment Opportunity	Equal Employment Opportunity Policy	High Priority	Yes	Needs to be updated.
19	Employee Reimbursements	Employee Reimbursements	Medium Priority	Yes	Needs to be updated.
20	Fringe Benefits	Fringe Benefits	Medium Priority	Yes	Needs to be consolidated into new format.

Add New Policies

Table 4 identifies 15 new policies Baker Tilly proposes adding to the policy manual. For each topic, we have noted why it is being proposed. The column labeled "Type" contains the following:

- Required: These are policies mandated by law that should be added.
- Requested: These are policies that Air District employees asked to be included.
- Recommended: These are policies that reflect best practices.

In addition to the type of recommendation, we have identified the section in which they would be included and any notes about the proposed policy. The policies are organized by the recommended section of the policy manual.

Table 4. Proposed New Policies

Item	Topic	Type	Collective Bargaining Required	Notes / Policy Need
1	Reasonable Accommodation and Interactive Process	Required	No	Recommended best practice.
2	Whistleblower Protection	Required	No	Recommended best practice
3	Categories of Employees and Non-Employees	Requested	Yes	Mentioned in interviews as a recurring challenge, Recommended best practice.
4	Personnel On-boarding (General)	Requested	Yes	No consolidated personnel on-boarding policy for all employees, recommended best practice.
5	Vehicle Use and Assignments	Requested	No	This policy will include transportation stipends and all other transportation and vehicle use related policies.
6	Acknowledgement Form	Recommended	No	Recommended best practice.

Item	Topic	Type	Collective Bargaining Required	Notes / Policy Need
7	Employment of Relatives, Spouses, Domestic Partners (Nepotism)	Recommended	No	This policy will include employee conflicts of interest, recommended best practice.
8	Limitations on Outside Employment	Recommended	No	Recommended best practice.
9	Working out-of-class, Acting Assignments, and Interim Roles	Recommended	Yes	Mentioned in interviews as a recurring challenge, Recommended best practice.
10	Appearance Standards	Recommended	Yes	Recommended best practice.
11	Personnel Action Form (PAF) and Position Control	Recommended	No	Recommended best practice.
12	Personnel Files	Recommended	No	Recommended best practice.
13	Personnel Investigations	Recommended	Yes	Recommended best practice.
14	Political Activity	Recommended	No	Recommended best practice.
15	Social Media	Recommended	No	No social media policy found, recommended best practice.

Next Steps

The scope of our project allows for updating and/or developing approximately 25 policies, however, we have identified 35 policies that require attention. We are requesting your concurrence regarding the policies that we have identified as a priority (identified by orange shading). If you are interested in our team addressing additional policies, we can discuss modification of the scope.

Our team looks forward to meeting with you to receive your feedback and direction. Once we have received your feedback, we will revise the existing policies to align with federal and state regulations and industry best practices and draft the additional policies. Once the agreed upon policies are drafted and/or updated, we will identify approximately 10 processes and develop corresponding workflows.

Our team is pleased to be collaborating with you on this important project. Please let us know if you have questions. Thank you.

BAY AREA AIR DISTRICT

DRAFT Administrative Code Section 10 – Employment

DRAFT

Section 10. Employment

10.1 Personnel Policies

The APCO shall develop and maintain policies addressing the following subjects, which the APCO may adopt and amend from time to time as the APCO determines is most appropriate without the need for further approval by the Board of Directors. The APCO shall compile the policies in a Personnel Policy Manual, which shall be made available to all employees. The APCO shall have the authority and responsibility to administer the personnel policies, which shall address, but need not be limited to, the following subjects:

- (a) Equal Employment Opportunity
- (b) Whistleblower
- (c) Combating Workplace Violence
- (d) Prohibition of Harassment and Discrimination
- (e) Workplace Safety
- (f) Leaves
- (g) (NOTE: ADD OTHER BOARD-REQUIRED POLICIES)

10.2 APCO Authority

The APCO is authorized to make administrative decisions necessary to implement this Section 10. The APCO's authority includes, but is not limited to, the following:

- (a) Discipline

The APCO or designee has the authority to take any and all necessary disciplinary actions, including termination, to ensure the continuity and integrity of the Air District's functions and workplace.

- (b) Early Release With Compensation

The APCO has the authority to permit employees to leave work early with compensation.

- (c) Underfilling of Positions

Instead of filling a vacant Board-approved position, the APCO has the authority to temporarily substitute an alternate position with a lower

classification in the same classification series in place of that vacant Board-approved position to allow for recruitment flexibility. This practice is referred to as underfilling. The APCO may underfill the vacant Board-approved position by hiring, transferring or promoting an employee into the substituted lower-classification position instead of filling the vacant higher-classification position.

10.3 Salaries and Benefits

The Board of Directors shall annually (or as otherwise necessary) adopt and publish a salary schedule specifying the salary ranges for Air District employees and a benefits resolution specifying employment-related benefits.

The Board of Directors shall adjust salary ranges and employment-related benefits consistent with any Memoranda of Understanding entered into with represented employees or other agreements with Board-appointed employees or other parties.

10.4 Determination of Salaries for New Hires

Unless special conditions warrant otherwise, employees will be hired at the entrance salary of their position classification (Step A). An employee may be hired at Step B or C with written justification by the hiring supervisor and the approval of the APCO. An employee may be hired at Step D or E with approval of the Finance and Administration Committee.

10.5 Y-Rating

When (i) an employee is transferred to a position with a lower salary than their current position or (ii) the salary of an employee's position is reduced for any reason, the APCO may, with approval by the Board of Directors, maintain the employee at the salary they received before the transfer or reduction. This process is referred to as "Y-rating." A Y-rated employee will maintain the salary they received before the transfer or reduction, with no increase, until such time as the salary of their position exceeds the salary they received before the transfer or reduction. The salary of the Y-rated employee will be increased only if the Board of Directors increases the salary for their position above the salary they received before the transfer or reduction, or if they become eligible for a higher salary because of a step increase, promotion or reclassification.

10.6 Reservation of Rights

The Board of Directors specifically reserves the right, subject to any meet and confer requirements, to, at any time, adjust, alter, change, delete, suspend or discontinue this Section 10, or any policies, procedures, benefits or programs, in whole or in part, to effectively meet the needs of the Air District and its employees.

10.7 At-Will Employment

(a) At-Will Employees

Employees in positions in the following classifications shall be at-will employees:

- (1) Any individual appointed by the Board of Directors and employed under an employment contract, including the APCO and General Counsel, who shall serve at the pleasure of the Board of Directors;
- (2) Any individual appointed by the APCO to the classification of Principal Deputy Executive Officer, Chief Operating Officer, or Deputy Executive Officer (DEO), who shall serve at the pleasure of the APCO;
- (3) Any individual appointed by the General Counsel to the classification of Senior Assistant Counsel, who shall serve at the pleasure of the General Counsel.
- (4) Any individual hired by the Air District as a Limited-Term Contract Employee (LTCE).

(b) Appointment and Termination of At-Will Employees

Appointments of the at-will employees identified in subsection (a) above need not include a competitive recruitment process and may be appointed directly by the appointing authority identified in subsection (a), subject to budgetary approval. Appointments to these classifications may be made at any salary step, notwithstanding any limitations in this Code, including Section 10.4 above.

At-will employees serve at the pleasure of the appointing authority and may be terminated for any reason or for no reason, with or without prior notice, and with no right to appeal or grieve any disciplinary action or termination regardless of whether they held a prior position in the Air District. In addition, at-will employees may be appointed for a fixed term of employment, and in such cases the employee will be separated at the expiration of that term (unless the employee has return rights to a prior position pursuant to subsection 10.7(c) below or said term is extended by the

identified appointing authority). Except as expressly provided in subsection 10.7(c) below, at-will employees separated from an at-will position shall have no right to return to any other Air District position, regardless of seniority or tenure. At-will employees are not subject to any Layoff and Recall provisions in any provision of any Air District code or policy.

(c) Return Rights for Specified At-Will Employees

Notwithstanding Section 10.7(b) above, employees who were appointed to the DEO or Senior Assistant Counsel classification prior to June 1, 2023, shall be entitled to return to a vacant position in the last classification they held prior to their appointment to the DEO or Senior Assistant Counsel classification, and at the same salary step they held prior to their appointment to the DEO or Senior Assistant Counsel classification. Reinstatement to the vacant position shall occur upon the termination of their appointment to the DEO or Senior Assistant Counsel classification, whether that occurs (1) at the end of a specified term, (2) due to their voluntary request to vacate the classification, or (3) at the discretion of the General Counsel or APCO.

- (1) For a DEO, if no vacant position exists in the employee's previously-held classification or if they did not serve in a previous classification, the employee shall be offered alternate employment at the discretion of the EO/APCO. Employees under this provision will be placed at the salary step closest to the current pay for the position they held immediately prior to their appointment to the DEO classification, or at the discretion of the APCO.
- (2) For a Senior Assistant Counsel, the employee will be placed in an Assistant Counsel position. In the event a Senior Assistant Counsel returns to an Assistant Counsel position under this paragraph, the returning Senior Assistant Counsel will be placed at the Assistant Counsel salary step they occupied immediately prior to their appointment to the Senior Assistant Counsel classification.
- (3) Employees with return rights pursuant to this Subsection 10.7(c) are subject to discipline up to and including suspension while in the classification of DEO or Senior Assistant Counsel without appeal. However, if the Air District seeks to terminate such an employee, the employee will first be removed from the DEO or Senior Assistant

Counsel classification and returned to a civil service classification with appeal rights pursuant to subsection 10.7(c)(1) or 10.7(c)(2) above. Discipline imposed on an employee in a Deputy Executive Officer or Senior Assistant Counsel classification may be used for purposes of progressive discipline after such return.

10.8 Limited-Term Contract Employees

(a) Limited-Term Contract Employee Defined

Limited-Term Contract Employee (LTCE) means any person employed at-will by the Air District to work on one or more specific projects of limited duration, or for a specified period of time, and whose limited-term employment with the Air District is expected to terminate at the conclusion thereof.

(b) LTCE Employment

LTCE may be subject to a fixed term of employment and will be separated at the expiration of that term, unless the term is extended. LTCE are not subject to a probationary period and are not subject to any Layoff and Recall provisions in any provision of any Air District code or policy. They do not have the right to appeal or grieve any disciplinary action.

10.9 Classification Plan

The Board of Directors shall adopt and maintain a Classification Plan that organizes Air District positions into classifications based on each position's assigned duties and responsibilities and the qualifications necessary to successfully perform the work. The APCO shall periodically review the Classification Plan to ensure that each position in the Air District is properly classified, and shall recommend to the Board of Directors any updates necessary.

10.10 Units

Air District staff belong to one of the following five Units, as established in accordance with the Air District's Employer-Employee Relations Resolution:

(a) Technical/General Unit

The Technical/General Unit consists of employees in the Clerical classes, which are employees engaged in administrative support activities including internal and external communication, recording and retrieval of data and/or information and other paperwork required in an office, such as Office

Assistant, Accounting Assistant, Secretary, and employees in the Technical classes, which are employees engaged in work requiring scientific or technical knowledge and manual skills attained through college training or through on the job training, such as inspectors, laboratory technicians, and instrument specialists, except for employees included in the Confidential Unit.

(b) Professional Unit

The Professional Unit consists of employees in the Professional classes, which include employees engaged in work requiring specialized knowledge and skills attained through completion of a recognized course of instruction, including, but not limited to, accountants, engineers, planners, meteorologists, statisticians, and the various types of physical, chemical and biological scientists.

(c) Confidential Unit

The Confidential Unit consists of employees in the Legal Services class and the Personnel class, Executive Secretaries, and other employees who are privy to the decision-making process of Air District management or the Board of Directors affecting employer-employee relations matters.

(d) Management Unit

The Management Unit consists of employees in the Management classes, including the APCO, Deputy Air Pollution Control Officers, Division Directors, Section Managers, and General Counsel.

(e) Attorney Management Unit

The Attorney Management Unit consists of Assistant Counsels in the Attorney Manager classes.

The classifications included in each Representation Unit are specified below:

[Insert current list of "Series Groups"]



Proposed Changes to Administrative Code - Personnel Section III

Finance and Administration Committee

September 17, 2025

Clif Brady

Human Resources Manager

Human Resources

Agenda

- Administrative Code Background
- Process and Stakeholder Feedback
- Consultant Recommendations
- Proposed Administrative Code Updates
- Personnel Policy Manual Overview

Background: Administrative Code Divisions I, II, and III

Phase One: Division I (Operating Provisions) and Division II (Fiscal Provisions)

- Replaced with improved efficiencies for Board and agency functions
- Approved and effective January 1, 2024

Phase Two: Division III (Personnel Policies and Procedures)

- Remained unchanged on January 1, 2024 to allow for a comprehensive Personnel Policy Manual and streamlined Administrative Code language
- Consultant Baker Tilly engaged in March 2024 for policy manual development
- Outside Counsel Atkinson, Andelson, Loya, Ruud & Romo (AALRR) engaged in December 2024 for legal review and Administrative Code language revisions

Admin. Code Division III Current State

- **Structure:** Acts as an all-encompassing document providing direction on governance, employee policies and benefits - Mirrored by the Memorandum of Understanding (MOU)
- **Issues:** Outdated, lacks critical policies, difficult to follow and requires both Board of Director and Employee Association approval to modify any policy-related language

Stakeholder Feedback

- **Consultation Stage:**
 - Interviews and focus groups with:
 - Air District Leadership Team
 - Staff
 - Employee Association Leadership
 - Outside Counsel (Renne Public Law Group)
- **Policy and Code Development Stage:**
 - Document review and feedback
 - Air District Leadership Team
 - General Counsel
 - Internal User Group (Directors and Managers)
 - Outside Counsel (AALRR)
 - Employee Association Leadership (in-process for policies)

Baker Tilly Consultants

- **Purpose:** Review of existing Air District Human Resources policies and procedures to identify operational gaps and make recommendations related to Administrative Code Division III - Personnel
- **Process:** Interviews and focus groups with Air District Leadership, staff, Employee Association and outside counsel. Review of current MOU, Administrative instructions, and current versions of Administrative Code. Review of public sector current and best practices

Consultant Recommendations

- **Streamlined Administrative Code:** Comprehensive governing rules, regulations and specific authorities granted to the Executive Officer (EO)/Air Pollution Control Officer (APCO)
 - **Approval:** *Board Audience: Executives, General Counsel, Board of Directors*
- **Personnel Policy Manual:** A series of policies focused on numerous aspects of employment, performance, conduct and relevant topics
 - **Approval:** *EO/APCO Audience: Employees, Managers, Human Resources*
- **Benefits Resolution(s):** Terms and conditions of unrepresented employee benefits
 - **Approval:** *Board Audience: Unrepresented Employees, Managers, Human Resources*

Administrative Code Proposed Changes

Overview of Proposed Changes

Streamlined Administrative Code

- Re-written with the intent of creating a streamlined governance document granting some specific authorities to the EO/APCO
- Policies appropriate for a Personnel Policy Manual were removed, and are in process of being revised and placed in Personnel Manual along with new policies
- Employee benefits and conditions of employment removed providing coverage in MOU for represented employees and in benefits resolution for unrepresented employees

New Language

- Specific direction to the EO/APCO for the development, maintenance and administration of Personnel Policies, rather than in Board-approved Code
- Board-granted authorities to the EO/APCO regarding discipline, early workday release with compensation, and underfilling of positions
- Revisions to definitions and references

Retained Language

- Units (removed representational)
- Salary and Compensation approval
- Classification Plan and System
- Board oversight of new positions
- At-will employee section
- Exemptions to Method of Filing Vacancies

Removed Language

- **Policy Manual:** Regulatory and discretionary personnel-related topics that will be contained in the Personnel Policy Manual and/or are covered in an MOU for represented employees
 - Examples: Equal Employment Opportunity (EEO), Family Medical Leave, Reasonable Accommodations, Employment of Relatives, Method of Filing Vacancies
- **Benefits:** Health, Dental, Vision and other fringe benefits that will be approved in an annual benefits resolution and/or covered in an MOU for represented employees

Detailed Changes by Section

Section	Section/Topic	Recommended Action
1 – General Policies	Representation Units	Update and Clarify
	NEW: Direction to the EO/APCO	Development, Maintenance and Administration of Personnel Policies
	NEW: EO/APCO Authorities – specific Board-granted authorities to the EO/APCO	<ul style="list-style-type: none"> • Discipline • Early Workday Release with Compensation • Underfilling of positions

Detailed Changes by Section (cont'd)

Section	Topic	Recommended Action
2 – EEO	EEO	Remove - Replace with policy
3 – Rights and Obligations	At-Will Employee Section	Retain and Revise
	Management Rights, Employee Rights	Update – covered in EERR and MOU
	Remainder	Remove – Replace with policy
4 – Grievance Procedure	Remove	Represented Employees – See MOU Others – Replace with policy
5 – Classification Plan	Classification Plan, New Positions/Reclassifications, Amendments, Alternate Staffing, and Series Groups	Retain
	Classification Studies, Organizational Chart	Remove

Detailed Changes by Section (cont'd)

Section	Topic	Recommended Action
6 – Salary	Salaries	Retain Board Authority – Salary Schedule with annual budget
	Salary Steps, Merit Increase, Night Plume Unit, Differential Pay, Shift Differential, Salary Deductions, Pay Periods, Final Pay, Salary Advance, Pay Policy, and Acting Appointments	Remove – replace with policy/MOU as applicable
	Salary Rates, Y-Rating, Overtime/Comp time, Probation Period	Partial Removal – replace with policy/MOU as applicable
7 –Employment and Merit	Anniversary Definition, Probation Period	Remove – reference in policy
	Performance Evaluation	Remove – replace with policy
8 – Hours of Work	All	Remove – replace with policy/MOU as applicable

Detailed Changes by Section (cont'd)

Section	Topic	Recommended Action
9 – Separations	Resignation, Layoff/Recall, and Suspension	Remove – Replace with policy
	Dismissal	Retain – At Will language, EO/APCO Authority Remove – replace discipline with policy
10 – Fringe Benefits	Insurances, Medical/Dental/Vision, Transit, Deferred Comp., Educational Pursuits, and Social Security Replacement	Remove – Replace with Benefits Resolution or see MOU Added – reservation of rights to change, modify, adjust, suspend, terminate, etc.
	Guaranteed Ride Home	Remove – Replace with Policy
11 – Leaves and Holidays	All	Remove – Remove – replace with policy/MOU as applicable

Detailed Changes by Section (cont'd)

Section	Topic	Recommended Action
12 – Personnel Transactions	Hiring/Orientation, Personnel/Medical Files, Employment Verification, Requests for New Employees, and Personnel Action Forms (PAF)	Remove – Replace with policy
	Classification System	Retain
13 – Method of Filing Vacancies	Recruitment, Selection, and Order of Filing Vacancies	Remove – replace with policy/MOU as applicable
	Exemptions	Retain

Personnel Policy Manual

Personnel Policy Manual Structure

Section 1: General Administration

Regulatory and compliance-related policies

Section 2: Personnel Conduct

Air District-specific standards and expectations

Section 3: Recruitment and Selection

Policies related to talent acquisition for unrepresented positions

Section 4: Employment Practices

Policies more procedural in nature

General Administration

Policy	Type	Status
Lactation	New	In Final Review
Equal Employment Opportunity	Existing/Revised	In Final Review
Whistleblower	New	In Development
Pregnancy/Childbirth Leave	Existing/Revised	In Development
Family Medical Leave Act	Existing/Revised	In Final Review
Military Leave	Existing/Revised	In Development
Causes for Employee Discipline	Existing/Revised	In Development
Separations	Existing/Revised	In Development

Personnel Conduct and Standards

Policy	Type	
Outside Employment	New	In Final Review
Political Activity	New	In Development
Appearance	New	In Development
Social Media	New	In Development
Technology Systems and Equipment	New	In Development
Workplace Violence – Combating Workplace Violence	Existing/Revised	In Development
Prohibition on Drugs and Alcohol	Existing/Revised	In Development
Workplace Safety	Existing/Revised	In Development
Policy Against Discrimination and Harassment and Retaliation	Existing/Revised	In Development
Concealed Weapons	New	In Development

Personnel Conduct and Standards (cont'd)

Policy	Type	
Acceptance of Gifts	New	In Development
Cybersecurity Awareness and Training	Existing/Revised	In Development
Password Policy	New	In Development
Use of Telecom	Existing/Revised	In Development
Personal Identifiable Information	New	In Development
Cellular Phone Usage	Existing/Revised	In Development
Artificial Intelligence/Chatbot	New	In Development

Recruitment and Selection

Policy	Type	Status
Employment of Relatives	New	In Final Review
Categories of Employment	New	In Final Review
References and Background	New	In Final Review
Method of Filling Vacancies	Existing/Revised	In Development

Employment Practices

Policy	Type	
Personnel Onboarding	New	In Final Review
Personnel File	New	In Development
Overtime	Existing/Revised	In Development
Vehicle Use and Assignments	New	In Development
Human Resources Policy Review Acknowledgement Form	New	In Development
PAF and Position Control	New	In Development
Employee Reimbursement (Education, Transit, Guaranteed Ride Home)	Existing/Revised	In Development
Reasonable Accommodation and Interactive Process	New	In Development
Personnel Investigations	New	In Development
Remote Work	Existing/Revised	In Development

Employment Practices (cont'd)

Policy	Type	
Work Schedules, Attendance, and Voting Time Off	Existing/Revised	In Development
Working Out of Class, Acting, and Interim Assignments	Existing/Revised	In Development
Performance Evaluation	Existing/Revised	In Development

Next Steps

Next Steps

- **Finalize Streamlined Administrative Code (in-progress)**
- **Finalize Policies (in-progress)**
- **Meet and Confer with Employee Association**
 - Policies (in-progress)
 - Administrative Code
- **Board Approval**
- **Implementation**
 - Staff training and informational sessions

Questions & Discussion

For more information:

Clif Brady | Human Resources Manager | cbrady@baaqmd.gov