



COMMUNITY BRIDGES
Puentes de la Comunidad

**COMMUNITY BRIDGES
PERSONNEL POLICIES**

**MAY 20, 2008
FINAL REVISIONS**

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Letter of Welcome

Welcome to the Community Bridges family of programs! Our services are vital to assuring a strong and healthy community for Santa Cruz County. Your effectiveness and success in your own role plays a key part in the total effectiveness and success of our organization, and most importantly to our clients and community.

Community Bridges has helped to strengthen our community through innovative human resources since 1977. As one of the largest nonprofit human service agencies In Santa Cruz County, we offer a multitude of responsive services to more than 30,000 participants annually. That's one out of every ten people in the county! Our nutrition programs for seniors, pregnant women, infants, and children save substantially in future public health expenditures by preventing serious illness and disease.

We pride ourselves on being a family-friendly workplace and are proud of the many awards we've received for our professional service.

With our unique structure of multiple programs and one centralized administration, it is vital that we maintain good communication. By sharing information and providing input, we can help build on the collaborative integration of our services and the efficiency of our operations. We invite you to participate through our program staff meetings, open Board of Directors meetings --including the board seats reserved for staff members elected by their peers, and with your supervisor who may carry issues to our Management Team.

Please familiarize yourself with the contents of the Community Bridges Personnel Policies, which are designed to help you and Community Bridges as a whole be more effective. We invite you to be an active member of our employee community.

We're glad you're on board,

Sam Storey, CEO

CHAPTER 1. GENERAL

1.1 Statement of Purpose. The following Personnel Policies are established to provide a uniform policy of personnel administration through systematic application of procedure to insure proper and equal treatment regardless of age, race, handicap, creed, gender, color, sexual orientation, family status, or national origin, unless an established bona fide occupational qualification requires such specific criteria. The personnel procedures are designed to afford each employee a clear statement of employee rights, benefits, conditions, and responsibilities with the intended objective of providing the staff with working conditions conducive to individual satisfaction and concurrently enabling the achievement of Community Bridges goals and objectives.

1.2 Delegation of Authority. The Board of Directors hereby delegates to the CEO authority and responsibility for the day-to-day administration of this agency, including these Personnel Policies, retaining for itself the power to establish goals, objectives, and priorities, and to issue policy statements for the direction of the CEO.

1.3 Coverage. These Personnel Policies apply to all employees of CB. The UTU contract will apply to all UTU members and the SEIU Contract will apply to the SEIU members. If there is any conflict between a Union Contract and the CB Personnel Policies, the Union Contract shall prevail. If the Union Contract is silent on a particular subject, then these CB Personnel Policies shall apply.

1.4 Availability of Policies. A copy of these Personnel Policies shall be made available to CB staff and Board of Directors. If requested, a copy shall also be made available to applicants for employment or other members of the community. A copy of these Personnel Policies shall be available for all employees posted on the CB Website and distributed to each new CB employee.

1.5 Changes in These Policies. Although CB has the freedom to change the policies, proposed changes shall be reviewed by Management Team and Personnel Committee of the Board. Following procedures established by the Board of Directors (BOD) changes may be made to these policies by following the required approval of the agency BOD.

1.6 Employee Acknowledgement Form. Each employee shall receive a copy of the CB Personnel Policies at the new hire orientation meeting. An acknowledgement form will be attached to verify that the employee has received a copy of the Personnel Policies, is aware of all policies, and recognizes his or her responsibility to comply with all policies contained in the handbook. The form will be signed and dated by each employee and kept in the employee's personnel file.

1.7 Equal Opportunity/Affirmative Action Policy. It is the policy of Community Bridges that no person shall on the grounds of age, race, color, creed, national origin or ancestry, gender, marital status, religion, sexual preference or orientation, physical or mental disability, religion, medical condition, political or religion opinions or affiliations, status as a veteran of any war, or any other non-job related factor, be denied the full benefits of, be subjected to discrimination under, or be denied employment with any CB programs or activities, unless an established bona fide occupational qualification requires such specific criteria. This includes, but is not limited to, recruitment, hiring, promotion, discipline, transfer, compensation, and assignment, benefits, training, layoff and recall practices. Affirmative Action shall be taken to achieve and maintain this policy of Equal Opportunity.

It is also the policy of CB that no person shall on any of the grounds listed above be denied any service or benefit, be provided any benefit or service in a different manner or at a different time, be segregated or given separate treatment in receiving any service, or be treated differently with regard to admissions, enrollment, or eligibility for any service, except as required by funding sources. Affirmative Action shall be taken to achieve and maintain this policy of equal service.

It is also the policy of CB to encourage in the transaction of business, that all persons, firms or corporations supplying goods, materials, equipment or services of any kind to CB be Equal Opportunity Employers / Disadvantaged Business Enterprises.

1.8 Nondiscrimination Policy. No person in the service of Community Bridges or person seeking admission to the service shall be appointed, demoted, removed, or in any way favored or discriminated against because of her/his race, creed, age, physical or mental disability, medical condition, color, sex, sexual preference or orientation, family status, national origin or ancestry, gender, marital status, status as a veteran of any war, or political or religious opinions or affiliations. It shall be the policy of CB to include the following wording in every job announcement: "Community Bridges is an Affirmative Action/Equal Opportunity Employer. Women, people of color, veterans, the elderly and people with disabilities are encouraged to apply. AA/EOE/ADA Employer."

1.9 Discriminatory/Harassment Policy. It is the policy of Community Bridges to maintain an employment environment free from harassment that has the effect, either directly or indirectly, of discriminating against individuals on the basis of her/his race, creed, age, physical or mental disability, medical condition, color, sex, sexual preference or orientation, family status, national origin or ancestry, gender, marital status, status as a veteran of any war, or political or religious opinions or affiliations.

Discriminatory harassment is defined as any persistent disturbance of an employee on any of these basis without limitation in any of the following forms: a) verbal abuse e.g., epithets, derogatory comments or slurs; b) physical abuse e.g., assault, impeding or blocking movements, or any physical interference with normal work or movement, when directed at an individual in the context of discriminatory harassment; c) visual forms of abuse as determined by workplace standards which do not have serious literary, artistic, political, or scientific value, e.g., derogatory posters, cartoons or drawings, leering, staring or obscene gestures; or d) unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature 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,
- (3) such conduct tends to have the purpose or effect of unreasonably interfering with an individual's work performance or to create an Intimidating, hostile, or offensive working environment, or
- (4) any other conduct which has been identified by law as constituting harassment.

It is the policy of CB that such harassment shall not be tolerated, condoned or trivialized, and that any CB employee who violates this policy shall be subject to appropriate disciplinary and/or adverse action, as described in these policies.

Reports of harassment shall be taken seriously and promptly investigated by management who will take whatever action is necessary to stop the harassment. Results of the investigation and corrective measures taken will be communicated to the employee reporting the harassment. No employee shall be

disciplined for reporting harassment or facts that may constitute harassment. Any retaliation on the part of the harasser shall be grounds for immediate termination.

1.10 Drug-Free Workplace Policy. The use of drugs, alcohol, illegal or prescribed drugs, which impair one's abilities in the workplace is unacceptable since it can adversely affect employee health, safety and productivity as well as the safety, confidence and trust of our staff, clients and the public. When drug abuse interferes with an employee's efficient and safe performance of work responsibility and reduces employee dependability, it creates a serious problem for the entire organization.

Community Bridges prohibits any employee to engage in the unlawful manufacture, distribution, dispensation, possession or use of alcohol or any controlled substance or being under the Influence in any Agency worksite. Violations of this prohibition on the part of any CB employee are considered a major violation under CB Personnel Policies and will result in the appropriate disciplinary action.

Employees are required to notify CB within five days of criminal conviction for manufacturing, distributing, dispensing, possessing, or using controlled substances in the workplace. As a condition of employment, employees agree to abide by the terms of the above policy.

As a condition of employment, all safety- sensitive employees agree to abide by the terms of the CB DOT Drug & Alcohol Testing Policy. Non-DOT employees will also abide by the Non-DOT Drug & Alcohol Testing Policy.

It is also the policy of CB to encourage self-help preventative programs wherever and whenever appropriate. If an employee is recovering from an addiction, every effort will be made to support her or him and to encourage her or him to stay with the program.

The Human Resources Department has information on substance abuse and drug counseling and rehabilitation resources available to employees.

The Agency also may provide each employee who is scheduled to work a minimum of twenty hours per week, a medical plan that includes coverage for inpatient treatment of acute phase alcoholism and drug addiction problems.

1.11 Workplace Non-Violence Policy. Employees are prohibited from threatening or committing any act of violence in the workplace, while on duty, while on Community Bridges' related business or while operating any vehicle or equipment owned or leased by Community Bridges. This includes individuals and employees who make threats, engage in threatening behavior, or commit acts of violence against employees, visitors, guests or other individuals. Employees are required immediately to report to a supervisor or to Human Resources, any incident involving a threat of violence or violent behavior. If an employee is confronted with a potentially violent situation, the employee should not attempt to handle the situation, but should report it immediately to a member of management. If a report is made to a supervisor or member of management, that supervisory individual must immediately inform Human Resources, and the matter will be investigated promptly and appropriate corrective action, if required, will be taken. This action may include disciplinary action, up to and including immediate dismissal, of employees involved.

Employees who become aware of any workplace security hazards, or who have suggestions for increasing security in the workplace, shall notify their supervisors and/or the Human Resources Department. Community

Bridges encourages employees to help make the workplace as safe and secure as possible. Employees are required to report violations of this policy, including any incidents involving actual or threatened violence. Employees making good faith reports may do so without fear of retaliation.

Employees are prohibited from bringing any firearms, weapons, explosives, incendiary devices or similar material at any time, onto Community Bridges' premises. This policy includes a prohibition against having prohibited material in your vehicle while stored in or parked on Community Bridges' property. Employees who have licenses to carry weapons must also comply with this policy at all times.

Violation of this policy may result in immediate termination.

1.12 Personnel Records. The Human Resources Director shall maintain employee's personnel records. Every personnel file will contain:
all employment applications;
resumes, certification & degree information
employee performance evaluations;
records of any disciplinary and adverse action;
grievances;
and personnel action forms recording changes in employment status, pay, and job classification.

This file will be kept by the Human Resources Director during the employee's term of employment, and for at least five years after the employee terminates employment with the Agency. All materials will remain in the personnel file during this retention period. You are required to Inform HR/ Payroll immediately whenever there are changes in your personnel data such as address, telephone, marital status, or number of dependents.

Personnel files will be kept in a locked cabinet. All materials in the personnel file will be confidential. Access to an employee's personnel file shall be limited to the following people: the Human Resources Department, the CEO, the employee's supervisor, the employee and upon request, all law enforcement agencies (with a subpoena). In the event of a formal Grievance as provided by these policies, the Personnel Committee and Arbitrator may have access to relevant information in an employee's personnel file. This information shall be considered upon motion of either party, the Personnel Committee or the Arbitrator. The Personnel Committee or Arbitrator shall rule on the relevance of any such information. The employee may review and/or copy any material in his/her personnel file. Access to the personnel file will be through the Human Resources Director with a three (3) day notice.

Any supporting documentation such as memoranda, records of meetings, chronicles of events, etc. which are used as bases for a disciplinary or adverse action, but which are not a part of the actual notice of such action, shall be kept by the supervisor and/or PD involved, with copies to the Human Resources Director and/or the CEO for informational purposes as necessary, but shall not be entered into the employee's personnel file.

In addition to the personnel files, the Human Resources Department will keep the following employee records, in separate locations, in a locked cabinet:

- Drug & Alcohol files
- Medical files
- Health Care Benefits files
- Workers Compensation files
- Criminal Background files

Personal data provided voluntarily on the Affirmative Action Questionnaire will be confidential and will be used only for compiling statistics on Agency employment records. Only the Human Resources Department and the CEO shall have access to these records.

Records of employees' insurance benefits and any Workers' Compensation and disability claims shall be used only for administration of insurance benefits. Access to these records shall be limited to the Human Resource Director, the Human Resources Assistant Director, CEO and the Payroll and Accounting Supervisor. The records of any Workers' Compensation or disability claims shall be retained in accordance with the Agency's retention policy.

All written and telephone requests for information about former employees from prospective employers shall be handled as follows:

- 1) If the request is for information of a factual or general nature, e.g. dates of employment, eligibility for re-hire, compensation, or job duties and responsibilities the information shall be handled by the HR department.
- 2) If the request is for evaluation of the quality of the former employee's job performance, it may be referred to the former employee's immediate supervisor. Upon request, a supervisor or Director may, at their discretion, provide a letter of reference for an employee on Agency letterhead. A copy of the letter shall be placed in the worker's personnel file. In all cases, supervisors are advised to exercise fairness and discretion in responding to requests for this type of information.

1.13 Personnel Committee. The Personnel Committee is a standing Committee of the Board of

Directors charged with the responsibility of reviewing and making recommendations to the Board of Directors on personnel matters as they affect the corporation.

1.14 Management Team. The Management Team is comprised of the CEO, Finance Officer, the Chief Operating Officer, Human Resources Director, the Mid-Level Manager Representative and Division & Program Directors. The Management Team may alter its' composition upon majority vote of the Management Team. The Management Team's primary area of responsibility is in the policy development and planning for the overall Agency operations. This responsibility shall include, but not be limited to, development and evaluation of Agency goals and objectives, public awareness and education, advocacy, resource development, planning for new programs, and policy review and development.

1.15 Conflict of Interest and Nepotism. In accordance with CB Personnel Policies and other specific funding regulations, all shall observe the following rules:

For purposes of this policy, a relative is defined as husband, wife, father, mother, sister, brother, son, daughter, father-in-law, mother-in-law, daughter-in-law, son-in-law, and those engaged in conjugal-type relationships. A dating relationship is defined as a relationship that may be reasonably expected to lead to the formation of a consensual romantic or sexual relationship. This policy applies to all employees without regard to the gender or sexual orientation of the Individuals Involved.

(a) Relatives of current employees may not occupy a position that will be working directly for or supervising their relative. Individuals involved in a dating relationship may not occupy a position that will be working directly for or supervising the employee with whom they are involved in a dating relationship.

(b) No persons shall hold a job while a member of her/his relatives serves on a board, council, committee, of the major policy-making body of a granting agency which either by rule or by practice, regularly nominates, recommends, screens, or selects candidates for employment at CB.

(c) No persons shall hold a job while a member with whom s/he is having a dating relationship serves on a board, council, committee, of the major policy-making body of a granting agency which either by rule or by practice, regularly nominates, recommends, screens, or selects candidates for employment at CB.

(d) No one will participate in a CB hiring committee if they have a personal/intimate relationship with an candidate for an open position.

1.16 Confidentiality. The purpose of this policy is to protect the privacy, dignity and rights of CB clients and staff. It is not intended to prohibit the communication to supervisors of information relevant to program operation and/or safety. Employees shall treat all information received in the course of their work in a responsible and judicious manner. Employees shall neither disclose nor use for their personal interest confidential information acquired by them in the course of their duties. Employees who disclose or use sensitive/confidential information regarding clients, staff, program or Agency issues will be subject to adverse action.

1.17 Prohibition Against Partisan Political Activity. Employment by CB may not be offered as a consideration or award for the support or defeat of any person engaged in partisan political activity.

1.18 Americans with Disabilities Act (ADA). Community Bridges will follow all Labor Law regulations in regards to the ADA. No employee will be discriminated against based on their disabilities. CB will provide reasonable accommodations for any known disability unless it would impose undue hardship on the employer's business or unless the applicant or employee would cause a direct threat to other workers.

Revisions:

- 1.3 Affirmative Action Policy May, 1984
- 1.4 Nondiscrimination Policy May, 1984
- 1.11 Personnel Records June, 1986
- 1.16 Partisan Political Activity October, 1986
- 1.5 Discriminatory Harassment Policy February, 1988
- 1.10 Guidelines for Breaks/Scheduled Lunches March, 1990
- 1.6 Drug-Free Workplace Policy June, 1991
- 1.12 Personnel Records September, 1991
- 1.16 Confidentiality August, 1994
- 1.18 Americans with Disabilities Act (ADA). April 22, 2008
- Chapter 1 (all reviewed) June, 1993, June, 2002
- Discriminatory Harassment Policy January, 1994
- All of Chapter 1 June 2007, January 2008

CHAPTER 2. TYPES OF POSITIONS AND EMPLOYEE STATUS

2.1 Positions. A position is a set of duties and responsibilities assigned to one employee, regardless of the status of that individual employee. Positions may be defined by hours worked (i.e., full-time, part-time, or on-call) and/or by duration of employment (i.e., limited-term, temporary).

(b) Regular Position. A full, part-time or on-call assignment of on-going duration. All regular positions are filled in accordance with the formal selection process described in Chapter 6 of these policies.

(1) Regular Full-Time Position. A position in which the employee is scheduled to work a 40-hour position in each seven-day period, exclusive of overtime or similar unusual circumstances. Employees occupying full-time positions are eligible for all employee benefits listed elsewhere in these policies.

(2) Regular Part-Time Position. A position in which the employee is expected to work fewer than the normal forty (40) hour work week. Employees working twenty (20) or more hours per week, but less than forty (40), are eligible for all benefits listed elsewhere in these policies, with all paid time off benefits accrued on a prorated basis. Employees working 19.9 hours or less per week are eligible for all of the benefits listed elsewhere, with the exception of health insurance, and with all paid time off benefits accrued on a prorated basis.

(3) Regular On-Call Position. A position of an on-call, or reoccurring nature, normally used for vacation or sick leave relief or for handling an increased workload on a limited basis. On-call employees will go through a probationary period of six (6) months.. These positions will usually be found in occupational areas where services must be continued on a regular basis; these include drivers, cooks and clerical support. On-call employees are eligible for unemployment and State Disability Insurance benefits. On-call employees who have been employed at CB for over one year and have worked more than 1 hour in a calendar year, are eligible for 401K benefits. If on-call employees work over 20 hours per week on a regular basis, the status does not meet eligibility for medical, sick, and vacation benefits.

If an on-call employee is assigned to fill in for a Regular full or part time employee working in the same job classification, but on an approved unpaid leave of absence, s/he is eligible for, in lieu of the on-call pay differential, paid sick, vacation and non-floating holidays on a pro-rated basis.

The following guidelines are to be followed by supervisors responsible for calling on-call employees in to work:

- 1). On-call workers shall be notified as far in advance as possible of when they will be needed to work.
- 2). In scheduling, supervisors shall distribute available hours as evenly as possible among Intermittent employees.

(b) Limited-Term Position. A full- or part-time position of specific duration, generally not to exceed one hundred fifty (150) days per year from the original date of hire. When covering for an employee's absence caused by extended illness, the Limited Term position may last until the absent employee's paid time off and leave benefits are exhausted. Positions of this type are normally created due to: 1) increased workload for a defined period of time or 2) anticipated coverage for a regular full- or part-time position due to approved leave of absence. Employees occupying Limited-Term positions are eligible for sick leave and holiday pay on a prorated basis, and for unemployment and disability insurance. Limited-Term positions are not eligible for floating holidays, birthdays or vacation days.

Termination may be made prior to the predetermined terminal point of employment with ten (10) days notice.

Appointment of Limited Term employees may be made by the appropriate Program Director without following the open recruitment procedures. Limited-Term employees are not eligible for health care benefits.

Procedures for Limited-Term Employees who become Regular Status Employees:

Probationary status starts at date of regular status hire

Agency and classification seniority retros back to date of hire

Health care benefits effective the first (1st) of the next month

Vacation accrual begins as of the regular status date

(c) Temporary Position. A full- or part-time position of an emergency or other anticipated nature, generally not to exceed twenty (20) work days duration and with an unspecified number of hours. Appointment to such a position may be made by the appropriate Program Director without following the open recruitment procedure. Employees occupying Temporary positions shall not be eligible for any benefits.

2.2 Status. Status refers to the individual's employment situation irrespective of the type of position the employee is currently filling. Employees in regular full-time, regular part-time, and regular on-call positions may have probationary or non-probationary status; employees in limited-term or temporary positions will normally have temporary status. A Regular non-probationary employee, who agrees to accept a temporary assignment in a different job classification, shall retain his/her non-probationary status in the regular classification.

(a) Probationary Status. A probationary staff member is one who is hired through the open recruitment process, or the in-house promotion process, into one of the Regular positions. The probationary period shall normally be no less than six (6) months. Probationary employees may receive a written evaluation of performance by the immediate supervisor after ninety (90) days. This evaluation is at the supervisor's discretion. Probationary employees shall receive a written evaluation of performance by the immediate supervisor after one hundred eighty (180) days during the probationary period. Employees on the initial probationary period may be dismissed upon approval of the CEO at any time during the probationary period without right of internal appeal.

(b) Non Probationary Status. A non-probationary staff member is one who has successfully completed a probationary period in a Regular position. For employees in regular full- and part-time positions, this shall normally occur six months from the time of initial appointment, unless extended leave time has been taken during the probationary period.

For employees in Regular on-call positions, this shall occur when two hundred sixty hours (260) hours have been worked, but not before six (6) months of continuous employment have been completed. In the case of Regular, on-call employees, who after some period of employment are assigned full- or part-time hours, the probationary period will end at the completion of six (6) months employment or at the time of the assignment of hours, whichever comes later.

Regular non-probationary employees beginning a new probationary period in a new job classification shall retain longevity, accrued leave benefits and their right to internal appeal. Limited-term employees who become regular status employees are subject to a new probationary period in the position beginning from the date the regular status begins.

Temporary Status. A temporary staff member is one who is appointed to a temporary or limited-term position. Temporary employees may be terminated without prior notice when the assignment has been completed; they may also be dismissed because of funding cutbacks or for cause. Employees with Temporary status do not have access to the grievance or appeal processes described elsewhere in these policies.

2.3. Work Schedules: a) Flexible Work Schedules are any combination of regular assigned hours within the standard five-day workweek or weekend, provided that there are two (2) consecutive days off. A written agreement signed by both parties will be required. Employees may not change their own schedules for such flexibility without their supervisor's approval, nor may a supervisor require more than ten (10) hours of work a day without mutual agreement with the worker. The worker may be required to work during core hours of operation of 10 a.m. through 3 p.m. Overtime is for work after 40 hours in a week and must be pre-approved by the supervisor.

- a) Workers who, in accord with the FLSA and State law, are overtime-exempt, shall work flexible schedules as described above, without the overtime provisions.
- b) 4-10 Schedules are four consecutive days of 10 hours each. 4-9 Schedules are four consecutive 9-hour days and one 4-hour day. Overtime is for work after 40 hours in a week and/or after the nine or ten daily scheduled hours of work.
- c) Schedule Adjustment Policy or Alternate Work Schedules- please see the Policy for details

Revisions:

2.1 Regular Intermittent Position	June 1984
2.1 Regular Positions	November 1986
2.1 Regular Intermittent Position	August 1991
2.1 (b) Limited Term Position	June, 1997
2.2 Status	June, 1984
2.2 (a) Probationary Status	June, 1987
2.3 Work Schedules	January 2008
Entire Chapter Reviewed	Feb. 1985, Dec, 1993; Aug. 5, 2002; Jan. 2008

CHAPTER 3. EMPLOYMENT BENEFITS

Attendance Policy: Each employee has the responsibility to maintain a good attendance record and to be at work at the times scheduled by the supervisor. Paid time off benefits are to be used for the purposes and as described in the following guidelines. Misuse or abuse of these benefits may be grounds for disciplinary action as described elsewhere in these policies.

Establishing Benefit Levels. Whenever possible, the following paid time off benefits are applied uniformly throughout all agency programs. However, there may be instances where a reduction in benefits within a program may be necessary because of funding shortfalls or other factors leading to operating deficits. In these cases, the HR Director and CEO shall make a written request to the Board of Directors to approve specific reductions in paid time off benefits.

Incentive Plans. Incentive plans may be implemented by individual programs.

3.1 Sick Leave. The main purpose of sick leave is to provide income for employees who because of illness or injury to themselves, their family, or significant others, are unavoidably absent from work for approved periods of time. Regular and Limited Term full-time employees accumulate sick leave with pay at the rate of eight (8) hours per month. Regular and Limited Term employees working less than full time, accumulate sick leave at the prorated equivalent of one day per month. Temporary and On-Call employees do not accrue sick leave.

Eligible employees begin accruing sick leave on their first day of employment. Accrued sick leave can be taken during the employee's probationary period and may be carried over from year to year with no maximum accrual limit.

Sick leave is subject to the following conditions:

- (a) An employee must notify the immediate supervisor with a reasonable timeframe prior to his/her scheduled time to report to work of her/his intended absence.
- (b) Sick leave will only be authorized for the following reasons:
 - (1) when an employee is ill or injured or under emotional stress;
 - (2) when an employee has a medical or mental health appointment or treatment;
 - (3) when an employee's attendance jeopardizes the health of others; or
 - (4) for the care of immediate family members or significant others in the event of illness, death, or emotional stress.
- (c) The immediate supervisor may require a note from a doctor or mental health professional after the third consecutive day of sick leave. Sick leave claims not properly substantiated may be disallowed.
- (d) Upon ending employment, an employee will not be paid for the unused portion of accrued sick time.
- (e) If an employee is on vacation and becomes ill, the employee may substitute sick leave for vacation leave from the first day of illness. Such requests shall be made immediately upon return to work and must be supported by appropriate medical verification.
- (f) When an employee uses no sick leave during any fiscal year quarter, they shall have 8 hours of sick leave converted to floating leave within 30 days after the end of the quarter. Pro rata equivalents shall apply to any part-time staff eligible for sick benefits. The purpose of this wellness incentive program is to reduce the overall usage of sick leave.

3.2 A. Vacations. The main purpose of vacation accrual is to provide planned, paid leave for Regular employees for the purpose of renewal and recreation. Normally, vacation leave should be used once or twice a year for this purpose.

Regular full-time employees accrue vacation leave with pay according to the following schedule/rates:

- 0 months to 1 year anniversary date –12 days
- 1 year 1 day to 2 year anniversary date –13 days
- 2 years 1 day to 3 year anniversary date –15 days
- Beginning with 4 years of service – 18 days
- Beginning with 5 years of service –21 days

Employees who work fewer than forty (40) hours per week (or part-time employees) accrue vacation leave on a prorated basis.

Vacation leave is subject to the following conditions:

- (a) Vacation time may be accumulated only to the maximum number of days indicated on the schedule.
- (b) Vacation time will be accrued from the first day of employment, but cannot be used until the initial probationary period has been completed. Employees on other than the initial probationary period may use their accrued vacation time.
- (c) Supervisor's shall approve and schedule vacations for a time that is convenient for both the employee and the program.
- (d) Vacation should be approved according to vacation procedures established by the Agency and is amended from time to time . For some programs, vacation requests must be submitted in writing to the employee's immediate supervisor two weeks prior to the requested vacation date. The supervisor shall verify that the employee has accrued the number of vacation hours requested. If the supervisor determines that it is convenient for the program's/he may approve a vacation request submitted with less than two (2) weeks notice.
- (e) Upon ending employment an employee will be paid for the unused portion of accrued vacation time.

3.2 B. Vacation Sell-Back. In lieu of taking vacation, a worker may choose to sell-back their vacation hours to the employer, provided the worker retains a minimum balance of 80 hours vacation (for F/T employees & pro-rated for P/T) and provided that she/he has taken at least five days vacation during the previous twelve (12) months. Payments will be made upon written request to the supervisor, with 15 days advance notice to payroll when possible. The required vacation hours balance may be waived at the CEO's discretion.

3.3 Holidays. Paid holidays are subject to the following conditions:

- (a) Only Regular and Limited Term full and part-time employees are eligible for paid holidays.

The agency observes the following as paid holidays:

Martin Luther King Day	New Year's Day	3 Floating Days
Memorial Day	President's Day	
Labor Day	Independence Day	
Thanksgiving Day	Day after Thanksgiving or Veteran's Day	
Christmas Day	Cesar Chavez Birthday	

Based on program requirements, Community Bridges will allow some or all staff to substitute the day after Thanksgiving for Veterans Day.

Three floating holidays and birthday holiday may not be used during probationary period or for limited term employees. Floating holidays must be used within the calendar year.

(b) A floating holiday is a paid holiday that may be taken on any day, with two weeks prior approval by the employee's supervisor. The floating holidays must be taken within the calendar year during which they are accrued, or they will be forfeited. The floating holidays may be taken by Regular employees only after completing the initial probationary period.

(c) When a holiday falls on a Saturday, it will be observed on the Friday prior to the holiday. When it falls on a Sunday, it will be observed on the Monday following the holiday.

(d) A holiday falling within a period of paid sick or vacation leave shall be paid as holiday pay.

(e) The number of holiday hours paid to employees working in Regular and Limited-Term part-time positions shall be prorated to the number of hours regularly scheduled to work per week divided by five (5) days. If as a result, an employee will be paid for less than his/her regularly scheduled hours in a pay period, the employee may request to work additional hours within that pay period. The supervisor shall approve the employees request if work is available, so that the total hours worked plus holiday hour paid are equal to the number of hours normally worked.

(f) In applying the formula for prorating, no employee shall be paid less than one (1) hour of holiday pay.

(g) When an employee is required because of program service operations to work on a paid holiday, s/he will receive, in addition to holiday pay described above, time and one half pay for hours actually worked on the holiday.

(h) When a holiday falls on a Saturday and is observed on the Friday prior, or when a holiday falls on a Sunday and is observed on the Monday after, those employees who are required to work on the actual holiday, the Saturday or Sunday, but not the Friday or Monday, shall receive, in addition to holiday pay described above, time and one half pay for the hours worked on the actual holiday.

(i) If an employee works on both the observed and actual holiday, s/he will be paid time and one-half for the hours worked on the actual holiday and regular time for hours worked on the observed holiday plus his/her prorated holiday pay, if eligible.

3.4_Bereavement_Leave. All Regular full-time employees may be granted up to three days (24 hours) of leave with pay in the case of the death of a spouse or domestic partner, child, parent, parent in law, grandparent, grandchild, brother, sister, or any person living in their immediate household.

Regular part-time employees are entitled to bereavement leave with pay at the prorated equivalent of three (3) days.

Additional time off required may be taken as accrued vacation and/or sick pay, as described in Chapter 3.1 and 3.2 of these policies.

3.5__Jury_Duty_Leave. An employee who is summoned to perform jury duty is required to show the summons to her/his supervisor. S/he is then eligible to receive full payment for the time served, minus any stipend received.

3.6__Election_Day_Leave. An employee may be given two (2) hours off work to vote on each official election day. The determination of which two (2) hours will be made by the employee's supervisor so as to assure adequate staffing.

3.7__Military_Leave. Any employee with reserve status may have up to two (2) weeks' leave to meet that obligation.

3.8__Leaves_of_Absence (LOA) Without Pay. All leaves without pay are not to exceed four (4) months. The leave guarantees the employee the right to return to his/her previous position at any time during the leave, or at its expiration, without the loss of seniority. Any person appointed to fill the vacancy during the leave holds it subject to the rights of the employee on leave. An employee who fails to return to work upon the expiration of the cumulative leave shall be considered to have resigned.

Only (1) one employee in each program may be authorized for such a discretionary leave within each program at a given time. Extensions may be granted by the CEO on a case-by-case basis for medical purposes only, but will not exceed twelve consecutive months. However, denial of an extension may not be appealed to the CEO.

(a) Personal Leave. Upon the recommendation of the Supervisor, and with the approval of the Program Director, an employee may be granted a Personal leave of absence without pay. Such leaves may be granted:

- 1) for the purpose of participating in education or training which will develop the employee's vocational goals, or
- 2) in the event of important personal affairs (excluding those reasons cited in Family Leave below) which require the full attention of the employee.

In considering whether or not to approve a personal leave, the Program Director shall consider the potential impact on the Program of granting the leave. If a personal leave request is denied, the employee may appeal the decision to the CEO.

The personal leave without pay shall not be used for the purpose of engaging in employment outside of Community Bridges. Should an employee engage in other employment while on an approved leave, s/he shall forfeit all rights guaranteed under this leave policy.

The employee is responsible for paying the full cost of the health insurance premium while on a personal leave.

(b) Family Leave. Regular full, part-time or Intermittent employees shall be entitled to this leave under the following circumstances:

- (1) to care for the employee's child after birth, or placement for adoption or foster care;
- (2) to care for the employee's spouse, significant other, son , daughter or parent who has a serious health condition; or
- (3) for a serious health condition that makes the employee unable to perform the employee's job.

A serious health condition involves (1) inpatient care, (2) more than three days' absence and continuing treatment by a health care provider or (3) continuing treatment by a health care provider for a condition that would result in more than three days' absence if untreated.

Employees are entitled to four (4) months family leave in one year, with a year defined as twelve (12) months from the first day of the first leave. This includes the Paid Family Leave Act (PFL). In the case of birth or adoption, the entire leave must be taken at once and within one year of the event. All other leaves may be taken on a reduced or intermittent basis as medically necessary.

While on a family leave the employee will be entitled to continue health insurance benefits paid by the agency for up to four months. The employee will provide the supervisor with as much advance notice as possible as to the dates and amount of leave time to be taken. Please note the employee is responsible for all dependent care coverage while on a family leave of absence. In the event a maximum four month medical leave of absence is extended and approved by the CEO, the employee will be responsible for all health care costs, including the employee's costs.

c) Pregnancy Leave. Employees are entitled to up to four month leave for pregnancy related disability. The existence of a pregnancy related medical disability shall be determined by the employee's physician. These four months are in addition to the four months of family leave described above.

The employee on a pregnancy leave will be entitled to continue health insurance benefits paid by the agency. Employees may take sick and/or vacation pay during Family Leave to supplement their disability or Workers Compensation payment.

3.9__Health_Insurance. All Regular status full-time and part-time employees working a regular schedule of at least twenty (20) hours per week will be covered by the agency's group health insurance plans. The effective date of health care benefits will be the first of the month following the regular status effective date. This effective date of may change with proper management notice.

The total cost of basic health coverage will be paid by CB for the individual employee. Family coverage is available at the employee's expense.

3.10__Workers'_Compensation. Workers' Compensation Insurance is carried by CB to cover all paid staff while at work Any injury to an employee while on official CB business is to be reported by the employee within one (1) working day to his/her supervisor or HR Director. All employees are expected to comply with agency established safety policies and procedures.

3.11__State Unemployment_Insurance. CB pays the full premium amount with no contribution by employees.

3.12__Public_Liability. CB carries personal property and public liability insurance in amounts adequate to protect the agency in the event of incurred liability by a staff member properly acting in behalf of CB.

3.13_Membership_Dues. Staff may be authorized by the CEO or Board of Directors to take membership at CB' expense in community groups or professional associations when participation in such groups is consistent with aims and purposes of CB, and where such membership will benefit CB in the achievement of its mission.

3.14__Expenses. Staff members may receive reimbursement for actual expenses incurred during authorized business travel for conferences, transportation and work-related miscellaneous items.

Actual expenses incurred for out-of-county meals, certain authorized in-county meals and lodging during authorized business travel will be reimbursed up to maximum rates established by the Board of Directors.

Mileage driven for authorized business travel in an employee's own or borrowed vehicle will be reimbursed at a rate established by the Board of Directors. Mileage driven between an employee's home and regular job site is not reimbursable. Business trips that begin or end at the employee's home are

reimbursable only under certain circumstances (See CB Procedures Manual: "Claims for Reimbursement", for additional information.)

Revisions:

3.2 Vacations (b) & (f)	November, 1984
3.5 Overtime Pay (moved to Chapter 8)	December, 1984
3.8 Leave of Absence	September, 1985
3.2 Vacations (d)	February, 1986
3.9 Maternity Leave	June, 1987
3.3 Holiday Compensation (d)	June, 1987
3.3 Holiday Compensation (a)	December, 1988
3.3 Holiday Compensation (f)	January, 1989
3.15 Expenses	August, 1989
3.3 Holidays(a)	September, 1990
Amendment to Chapter 3	June, 1993
3.8 Leaves of Absence	August, 1993
Attendance Policy	August, 1993
3.8 Leaves of Absence Without Pay	December, 1993
Incentive Plans	January, 1995
3.8 Leaves of Absence Without Pay	June, 1997
Entire Chapter	January, 2008

CHAPTER 4. TRAINING AND CAREER DEVELOPMENT

4.1__Orientation. Each new Regular employee shall be given an orientation by her/his immediate supervisor and the HR department regarding job responsibilities and duties and the nature and purposes of the agency, including Personnel Policies.

4.2__On-The-Job_Training. On-the-job training of employees shall be provided by the immediate supervisor and/or Program Director on a regular basis during paid work time.

4.3__Attendance-Required_Training. The immediate Supervisor, Program Director, or CEO may permit or direct the attendance of employees at meetings, conferences or seminars intended to improve their skills or knowledge. Acceptance of such training by an employee at reasonable times and with reasonable frequency is a condition of employment. The fees for such activities shall be paid by the agency. The employee shall either be compensated at her/his regular rate of pay for the time spent attending such activities or allowed the same number of hours off at another time.

4.4__Agency-Sponsored_Classes. The immediate Supervisor and/or Program Director may release an employee from her/his regular duties during the regular workday to attend classes if, in the opinion of the Program Director, such classes contribute: 1) to the purposes of the agency or program; or 2) to the attainment of the objectives of the granting agency.

If neither of the two criteria above is met, time-off may still be allowed but without either compensation or reimbursement. The granting of release time shall always be dependent upon the flexibility of both the program and the employee's work schedule.

The employee shall either be compensated at her/his regular rate of pay for time spent attending such classes, or allowed the same number of hours off at another time. The fees charged for such classes shall be paid by the agency. Successful completion of the class is expected.

4.5__Career_Development. The Program Director may approve reimbursement for tuition costs when classes are taken that contribute both to the career development of the employee and to the employee's performance within the agency. Spanish or English classes, up to three semesters, taken as a second language shall be considered Career Development.

Reimbursement will be made only after the successful completion of such a class. Hardship waivers of this rule may be granted by written approval of the Program Director, however, in the case of advance reimbursement, successful completion shall still be required.

The employee shall not be paid any wages for time spent taking classes.

4.4 Agency Sponsored Classes January, 1995

4.5 Career Development August, 1996

All Chapter Reviewed January, 1994

CHAPTER 5. RECRUITMENT AND SELECTION

5.1__Filling_Vacant_Positions. Appointments to Regular full-, part-time and intermittent positions (On-call) shall be made only as a result of a formal selection process which shall determine those applicants best qualified to fill the vacancy. This will include a minimum of a 5 day posting to the website as well as posted at all sites. In addition any positions other than the On-call positions will be advertised through another website and/or newspaper or source.

The only exceptions to this are as follows: Regular full and part time positions that become vacant may be filled by other Regular employees working in the same job classifications and in the same program in the following order: (1) full time (40 hours per week); (2) part time (less than 40 hours per week); and (3) intermittent (variable on-call hours). The Division Director is responsible for making the appropriate assignment on the basis of seniority. For On-Call employees, seniority is defined as the total number of hours worked since the date of hire.

The Program/Division Director may recommend that the employee with the most seniority not be awarded the vacancy due to their past job performance. This recommendation must be specific as to the reason for the recommendation, made in writing, be approved by their supervisor and reviewed by the HR Director. The Program/Division Director will discuss the recommendation with the employee. A copy of the recommendation will be sent to the HR Director for inclusion in the employee's personnel file.

In the case of an opening in the same job classification in a different program, the Program/Division Director of the program with the opening shall interview all interested employees and make assignment based on the results of the interview and a reference check with the employee's current supervisor. The Director will document the interviews. In this case only, the initial probationary period will continue for a period totaling six months with the new program.

Appointments to Limited-Term and Temporary positions need not be made as a result of any formal selection procedures. However, the appointing director should be encouraged to select from qualified candidates lists, persons who have recently successfully participated in such a process for the same or a closely related class. In other words, a full recruitment is not required for Temporary or Limited-Term vacancies.

The only exception to the provisions outlined above is when there are existing layoff lists; the use of such lists, as described elsewhere in these policies, shall supersede the use of any other selection process.

5.2__Recruitment. Upon receiving written notice of a vacancy from the appropriate director, the HR Director shall determine the nature and scope of the recruitment to be conducted, taking into consideration such factors as:

- (a) the number of vacancies anticipated in the class in the upcoming months;
- (b) the number of potentially qualified and interested CB Regular staff members, and the number of Temporary or Limited-term employees;
- (c) the nature of the vacancy and the anticipated difficulty in recruiting qualified applicants; and
- (d) Affirmative Action considerations, including current utilization within the class.

For any Regular or intermittent vacancy, the minimum recruitment that will be conducted is:

- (a) notification of all CB units that the vacancy is to be filled; and
- (b) public posting of a job announcement and other related information about the position for a minimum of five (5) days.

Additional recruitment efforts, such as establishing a longer period of recruitment, advertising in newspapers or other media, and personal contacts with various public and private agencies are at the discretion of the HR Director, who must fulfill the responsibility of providing an adequate group of qualified candidates to assure a satisfactory hire and to include protected class applicants.

Recruitment materials must include the following information:

- (a) the class title and salary rate;
- (b) a description of the responsibilities;
- (c) a listing of the required knowledge and skills;
- (d) any required licenses or certifications;
- (e) a description of the application and selection procedures, including closing date;
- (f) an appropriate AA/EEO statement.

Recruitment for Temporary or Limited-Term vacancies may follow the same format, or may be of a more limited nature, depending upon the needs of the agency.

5.3__Selection_Process_Participation. All Regular CB employees who apply and who appear to possess minimally appropriate knowledge and skills for the class in which the vacancy has occurred, shall be invited to participate in the qualifying interview. Other applicants, including Temporary employees of CB shall be evaluated on an equal basis, as determined by apparent possession of appropriate job-related knowledge and skills, with the best qualified being invited to a qualifications appraisal interview or other further selection procedure.

5.4__The_Selection_Process. The HR Director shall have final responsibility for the content and process of all selection procedures, after soliciting and giving due consideration to suggestions and comments concerning these matters from the hiring director, incumbents in the class, and other staff immediately concerned with the vacancy. To minimize time, the Director may participate as part of the Selection Committee. Selection procedures for all intermittent, and full- and part-time Regular positions shall normally consist of:

- (a) Completion of a CB application form (and supplemental application/resume, if appropriate).
- (b) Initial screening of applications by the HR Department and the Program Director or Hiring Supervisor to determine which candidates possess the most job-related qualifications. At the discretion of the HR Director, the Selection Committee may also be asked to participate in the initial screening. Depending upon the number of applications and the level of the vacancy, the HR Director may request that the Selection Committee review all applications, and/or that the initial review include an examination of the applications by a technical expert. All Regular CB employees, who possess the minimum job requirements shall be invited to participate in a qualifying examination.

The Selection Committee shall rate those qualified candidates referred to the hiring director, and these scores shall be made available to the director. The director may request technical assistance from the HR Director in making his or her final decision, however, the program director must check at least two references prior to hiring any candidate.

The director may hire any person from the pool of qualified candidates that s/he determines to be the most qualified for the particular vacancy. The director will document the final interview and provide an explanation for his/her decision.

If it is anticipated that several vacancies in a particular job classification may occur within a six-month period, a list of qualified candidates may be established to fill these vacancies without additional recruitment. The HR Director shall refer remaining names from the qualified candidate pool to the new hiring director after initial vacancies have been filled, without going through a new recruitment/selection procedure. This will normally occur in classes with several positions (i.e., driver, cooks, clerical support), and the decision to establish an extended employment list is at the discretion of the HR Director.

5.5__Retroactive_Hire_Dates. In the event that an individual is assigned as a Temporary or Limited-Term employee to fill a position undergoing recruitment, and that same employee is eventually selected to fill the position as a Regular employee, that employee's date of hire shall be the date s/he was originally assigned to the position as a Temporary or Limited-Term employee. Vacation hours will not accrue until the date of regular status employment.

5.6__Job_Change_Through_Open_Recruitment. If an individual who is currently a CB employee applies and is hired through the open recruitment process for another CB position, her/his starting pay level in the new position will be determined as follows:

(a) If the employee's immediately previous rate of pay was lower than the entry level for a new position, the employee will be assigned to the entry level pay rate.

(b) If the entry level stop of the new position is the same as, or lower than, the employee's immediately previous rate of pay, and the new position is in a higher classification than the employee's immediately previous position, the employee will be assigned to the salary step in the position that is at least 5% higher than his/her immediately previous step level in the former position.

If the new position is at the same classification level as, or lower classification level than, the employee's former position, the employee will be assigned to the same salary step in the new position that had been attained in the immediately previous position. In this case only, the employee will receive a 5% step increase on the date they were scheduled to receive their step increase in the previous position.

5.7__Program Restructuring/Reorganization. Program Directors may at times find it necessary in order to achieve greater operational efficiency or to respond to budget constraints to restructure their program(s). Such restructuring may impact specific positions, assigned duties and/or number of hours needed to run the program.

Program restructuring shall be the responsibility of the Program Director who in consultation with the HR Director and with input from staff, shall prepare a written restructuring proposal to be presented for approval to the CEO.

If a Program restructuring results in the elimination or consolidation of positions, the procedure described in Layoffs, Chapter 11, of these policies shall be followed. The salary may be reduced as needed as a result of a reorganization or demotion as defined in Chapter 8.2(c). If the salary increases the employee will be assigned to the salary step level that is at least a 5% wage increase.

5.8__Interim_Assignments or Working Out Of Class. At times, it may be in the best interests of the Agency or one of its programs to offer a current employee the opportunity to full another position on an interim basis (for example, to direct a special project or to fill a regular position which has been vacated and for which a recruitment has not yet been completed). Any such interim assignments must be made by mutual agreement of the employee, the employee's current Program or Division Director and the Program or Division Director in whose program or division the interim vacancy exists, and with concurrence of the CEO. An employee's refusal to accept such an assignment will not be grounds for any adverse or punitive action against the employee.

When an employee accepts an interim position or a regular position on an interim basis other than his/her current position, he/she shall be paid as follows. If the classification of the interim position is at a higher pay level than the employee's current classification, he/she will be paid at the step level within the interim classification that he/she is currently paid within his/her current classification. If the interim position is at the same level as the employee's current job classification, he/she will be paid at the step which is 5% higher than his/her step level in the current classification. If the interim classification is at a lower level than the current classification, there will be no change in the amount paid to the employee while filling the interim position.

If the interim position is part-time, and the employee remains in his/her current classification part-time, any changes in pay as described in the above paragraph will apply only to those hours worked in the interim classification, and the employee will continue to be paid at his/her current step for the hours worked in the current classification.

If the employee is eligible for such benefits, paid holidays shall continue to be prorated on the basis of hours assigned, and vacation and sick pay benefits shall continue to be prorated on the basis of number of hours worked.

5.9__Re-hiring_Regular,_Non-Probationary,_Employees. With the Program Director's approval, any Regular non-probationary employee who resigns her/his employment in good standing, shall have the option to return within six (6) months to the previously held job classification if the position is available and maintain their seniority. These employees shall retain their original date of hire and shall be re-hired at their previous rate of pay, plus the on-call differential.

5.10__Staff_Resignation_Notice. Any employee wishing to leave the Agency in good standing shall file with her/his supervisor a written resignation at least two (2) weeks before leaving. Any employee leaving the agency shall be offered the option of an exit interview in person with HR or in writing on the standard exit interview questionnaire.

5.11__Voluntary_Job Reassignment. Any employee working in an alternately staffed job classification may request a re-assignment to a lower job classification within the same alternately staffed class progression. An employee may also request a re-assignment to a previously held job classification.

A request for re-assignment shall be made in writing to the immediate supervisor, and must be approved by the Program Director. In considering a request for a re-assignment, the Program Director necessary level of service within the program and the level of staff expertise necessary to maintain the desired work and service levels. The decision of the Program Director shall be conveyed in writing. Under no circumstances shall a voluntary re-assignment be approved if it would require the lay-off or demotion of another Regular employee.

Any employee who is voluntarily demoted shall retain his/her original date of hire, accrued vacation and sick leave, and, if working the required number of hours, health insurance coverage. The re-assignment in previously held positions shall be accompanied by a reduction to the salary level of the lower classification, but at the same step as that held in the higher classification. The re-assignment to previously held positions shall receive 3.5% step increase(s) on the date(s) they were scheduled to receive their step increase(s) in the previously held job.

Revisions:

- 5.1 Filling Vacant Positions June, 1984
- 5.4 The Selection Process June, 1984
- 5.6 In-House Promotion Process November, 1984
- 5.7 Re-hiring February, 1985
- 5.8 Staff Resignation Notice September, 1986
- 5.9 Voluntary November, 1986
- 5.6 In-House Promotion Process August, 1987
- 5.6 Job Change Through Open Recruitment April, 1988
- 5.8 Interim Assignments April, 1988
- 5.7(h) In-House Promotion Process January, 1989
- 5.1 Filling Vacant Positions March, 1992
- 5.6 Job Change Through Open Recruitment September, 1992
- 5.1 Filling Vacant Positions June, 1993
- 5.1 Filling Vacant Positions December, 1993
- 5.7 Program Restructuring January, 1994
- 5.7 In-House Promotion Policy August, 1994
- 5.4 The Selection Process January, 1995
- 5.11 Voluntary Job Reassignment August, 1996
- Entire Chapter January 2008

CHAPTER 6. EMPLOYEE PERFORMANCE EVALUATION

6.1 Purpose. The HR Director shall establish and maintain a fair, consistent, objective, practical system and procedures for regularly evaluating the work performance of all employees. The performance of employees shall be considered in adverse actions, promotions, transfers, or in the assignment of special duties.

The performance evaluation system shall serve as a guide to plan supervision, training and counseling, or to initiate other appropriate actions that may be needed by the employee. The purpose of a performance evaluation is 1) to recognize the strengths of employees and their contributions to Community Bridges 2) to encourage the continued improvement and development of skills toward future work performance and 3) to encourage open communication between employees and their supervisors. In addition to regularly schedule performance evaluations, supervisors are encouraged to have at least one informal performance discussion quarterly with each employee.

6.2__Procedure.

(a) Regular_Probationary_Employees. The performance evaluation may be conducted after ninety (90) and will be conducted after one-hundred eighty (180) days by the immediate supervisor during the probationary period. If necessary, the performance evaluation may be conducted more frequently.

(b) Regular_Non-probationary_Employees. The performance evaluation shall be conducted once a year after the completion of the probationary period. Additional evaluations may be completed at any time as a guide or notice of unsatisfactory performance. Evaluations that may affect salary should be completed one pay period before the salary change is to take effect.

(c) Limited-Term_Employees: At least one performance evaluation completed at the time of termination covering the employee's period of limited-term employment shall be included in the personnel file.

(d) Evaluator. The evaluator shall be the employee's immediate supervisor, the person who has direct responsibility and/or knowledge of the work performed by the employee. As a result of the evaluation, immediate supervisor will recommend any appropriate actions. In cases where the immediate supervisor is not the only person with direct knowledge of the employee's work performance, s/he may request feedback from other employees regarding the employee's performance.

(e) The_Evaluation. The evaluation shall consist of a written rating on a standard form prepared by the evaluator and brought to a meeting with the employee. The evaluation shall be conducted under a 360 evaluation process, wherein immediate co-workers as well as any other parties who work closely with the employee are given an opportunity to evaluate the employee confidentially by submitting an evaluation to the direct supervisor upon request.

One month before an employee's performance evaluation is due, they shall receive the Employee Worksheet (self-evaluation) for the annual performance evaluation, their current job description, and a Position Questionnaire with instructions on completing it. The completed questionnaire shall be discussed as part of the evaluation conference. The supervisor shall add comments to the questionnaire, which shall be forwarded to Human Resources with a copy to the employee and the Union, along with the supervisor's comments &/or recommendations about revising the job description &/or the performance evaluation.

When a supervisor does not recommend a job position review or specific changes to a job description, and the incumbent disagrees, the employee may appeal that decision to the Human Resources Director in writing within ten (10) days of receipt of the supervisor's recommendation. The HR Director's decision regarding whether to conduct a job position review shall be final, and denial shall not be arbitrary nor capricious. When a job position review is not recommended, the employee shall receive the reasons for denial in writing.

(f) Review_by_the_Supervisor's_Supervisor. The supervisor's supervisor shall review all performance evaluations under his/her supervision and initiate appropriate action as necessary. A signature sheet signed by the employee, the supervisor and the supervisor's supervisor shall be attached to the evaluation. All completed performance evaluations shall be submitted to the HR Director for inclusion into the employee's personnel file.

(g) Discussion_of_Evaluation. The employee has the right to discuss and review the evaluation being filed in his/her personnel file. The employee must sign the written evaluation to show that s/he has seen and been given a copy. The employee may add comments and note any disagreements on the written evaluation.

6.3_Appeal_of_Evaluation_Ratings. A report with an overall rating of Competent or better cannot be appealed. If any employee believes her/his rating is improper s/he should sign the evaluation indicating disagreement and within five (5) working days prepare a written request as follows to the Program or Division Director:

- (a) identify the performance evaluation by stating the date of the report, the name of the evaluator and the date of the evaluation meeting;
- (b) specify the rating actions or comments she/he believes should be changed on the evaluation;
- (c) give facts substantiating each change requested; and
- (d) keep a copy of her/his written request; send the original to the Program or Division Director and copies to the HR Director and the evaluator.

Upon receiving the request, the Program or Division Director has 10 working days to make an appointment with the employee and the evaluator to discuss the evaluation. The employee may have one person of his/her choice present. The Program/Division Director and/or employee may call on other personnel to be present for purposes of substantiating information.

Within the same 10 day period, the Program/Division Director must either sustain or change the report of performance and notify the employee and evaluator of her/his decision in writing. In case of a change of the report, a copy of the revised report shall be included with the decision. In cases where the Program/Division Director is the evaluator, appeal should be made to the CEO. In cases where the CEO is the evaluator, the appeal should be made to the Personnel Committee.

6.4_Confidentiality. The performance evaluation shall be considered a confidential document and shall be subject to review only as described in Chapter 1.12, Personnel Records, of these policies.

6.5_The_Right_to_Grieve_the_Evaluation. If the performance evaluation is used as a part of an adverse action which impacts the condition of employment, and the employee has exhausted the evaluation appeal process, (Section 6.3), the Regular employee not in the initial probationary period, has the right to file a grievance under Chapter 9 of these policies.

Revisions:

6.2 Procedure July, 1984

6.3 Appeal for Evaluation Ratings July, 1984

6.2 Procedure November, 1984

6.3 Appeal of Evaluation Ratings January, 1995

6.6 Delinquent Evaluations August, 1995

Entire Chapter January 1994, 2008

CHAPTER 7. CLASSIFICATIONS, POSITIONS, AND PAY

7.1__Positions & Classifications. Each staff position shall be assigned to an approved job classification level on the salary schedule which shall include all positions having substantially similar responsibilities and minimum qualifications and for which the same salary and selection procedure shall be appropriate.

Each position shall have a written description prepared by the HR Director and shall remain on file with the HR Department. Job descriptions shall be prepared in consultation with directors, supervisors, and incumbents. Each description shall summarize the primary function of the job, outline illustrative responsibilities, and detail knowledge, skills, and other requirements necessary to fulfill the designated responsibilities. Copies of the approved descriptions shall be made available to directors, supervisors, incumbents, and others upon request.

Job descriptions are intended to be illustrative only; they are not designed to be restrictive or to define each and every assigned duty and responsibility. In an organization of this nature, each employee is expected to perform such duties as necessary to fulfill the stated goals of the agency. Descriptions, therefore, are designed to outline general job parameters for purposes of information, selection, position allocation, salary administration, and performance evaluation programs.

Job descriptions shall be updated by the HR Director on a regular basis, with input and review by supervisors and incumbents, to ensure that they are accurate and appropriate for the purposes outlined above.

All newly-created positions, and any positions from programs being incorporated into the agency structure, shall be evaluated against existing classes and whenever possible, be incorporated into the existing position classification plan.

7.2 Job Description Review Process. If any employee believes that the job description responsibilities/duties for the position s/he holds are inadequately described, s/he may request from the supervisor that a Job Description Review is completed. The review will be submitted to the HR Director . Requests for a Job Description Review shall be handled through the following procedures:

Every year at the annual evaluation (or anytime with valid justification) the employee may request a meeting with his/her supervisor to review their job description (jd) to assure that the jd is accurate as well as the duties and responsibilities are up to date. Should there be necessary changes or a request to review the jd, the employee will complete a "Job Description Review" form and questionnaire for review with the supervisor. The supervisor will sign and date the form. Then the supervisor has ninety (90) days to review the supporting documentation, conclude findings in order to make a recommendation and route the paperwork to HR for review and possible classification (if applicable).

Please note the supervisor's supervisor will oversee the findings and cc HR. The final results will be routed to the employee, the supervisor(s) and will be implemented by the end of the ninety (90) days.

7.3__Pay_and_Y-Rate_Policy. Employees who are hired by CB via merger of another program, or assumption of another agency's contract, and who at the time of the merger are earning more than the salary assigned to their corresponding CB job classification, may not receive a decrease in salary and may be Y-rated or have their salary frozen at its current level. Any Y-rated employee will not be eligible for a salary increase until the salary assigned to their job classification increases to an amount that exceeds the salary they are being paid.

7.4__The_Salary_Schedules. All salary increases are contingent upon the approval of the Board of Directors. In the event of an operating deficit, the Board of Directors may reduce the salary level assigned to all positions within a particular Program.

Each job classification shall be assigned to a salary step on either Salary Schedule A, B or C. Schedule A includes all non-exempt job classifications; Schedule B includes all exempt classifications; and Schedule C all professional exempt classifications. The assignment of salaries to classifications on schedules A and B shall be determined by the application of the point factor classification system. The salaries assigned to jobs on Schedule C shall be determined by a market survey of similar positions. All salary assignments must be approved by the CEO.

The following descriptions apply to those Regular employees who begin working in a job classification at the entry level (Step I) salary level, unless otherwise justified in writing.

(a) Each classification includes eleven (11) wage steps: an entry level (Entry Step); a 12-month 3.5% step increase (Step I); and a 3.5 step increase annually to follow through the 10-year step.

(b) The 12-month step increase is achieved after 12 months of continuous employment within the same job classification. For On-Call employees, step increases are achieved after 500 hours of work or after 12 months of employment, whichever comes latest.

7.5 Hiring at Greater Than Entry Level Salary. The HR Director may authorize that a position salary be advertised during recruitment as being negotiable over the range of salary Steps 1 through 10. After successful recruitment, the HR Director and hiring authority may recommend to the CEO that a candidate be hired into a job classification at a salary level above the entry level up to the 10 year step, based on meeting one or more of the following criteria:

- (1) There must be a demonstrated hardship in the recruitment efforts for that job classification;
- (2) The qualified candidate's last salary and benefits combined must have been greater than the Entry level salary and benefits combined for the job; and
- (3) The candidate's experience, education and expertise must clearly exceed the minimum qualifications required for the job.

Employees hired at other than the entry level salary step are subject to the standard six month probationary period.

7.6 Salary Differentials. Employees shall receive an hourly pay differential for each case when assigned to work:

- in positions that require bi-lingual skill;
- in positions that require biliterate skill;
- in positions that are bi-lingual preferred and the incumbent is bi-lingual;
- as an employee with On-call status;
- as an employee delivering meals to homebound recipients, and/or
- for employees with fifteen (15) years continuous agency longevity.

The amount of the differentials shall be established and reviewed by the Board of Directors.

7.7__Pay_Periods & Deductions. Pay days will be twice monthly; a schedule of paydays will be established and posted at all CB work sites.

Under federal and state laws, CB may be required to deduct for Federal and State taxes, State Disability Insurance (SDI), Social Security Insurance (FICA) and Medicare Tax.

7.8__Payroll_Advances. In emergency situations employees may request in writing to the Program Director for a payroll advance. Payroll advances are given only for wages already earned or vacation hours accrued at the time of the request. This advance may not exceed seventy-five percent (75%) of the employee's gross wages for a single payroll period. Once the request is approved, the advance will be issued as promptly as possible.

Payroll advances to be used for vacation purposes must be requested two (2) weeks in advance of payment along with the vacation request which must be approved by the Division Director/supervisor. This advance may not exceed seventy-five percent (75%) of the employee's gross wages for the number of vacation hours being used.

7.9__Overtime_Pay for Non-Exempt Positions. Overtime shall only be worked with prior approval from the employee's supervisor.

The HR Director shall keep current a list of all exempt and non-exempt job classifications, and shall inform each employee of his/her status. For the purposes of overtime and comp time, a work week is defined as Monday through Sunday.

(a) Non-Exempt_Employees: Non-exempt employees are those individuals who hold job classifications that require, by law, the payment of overtime wages. In the case of non-exempt employees, time and one-half wages shall be paid in accordance with the following Industrial Welfare Commission guidelines:

1. Neither employees eighteen (18) years of age or over, nor any minor permitted to work as an adult shall be employed more than eight (8) hours in any workday or more than forty (40) hours in any workweek unless the employee receives one and one-half (1.5) times such employee's regular rate of pay for all hours worked over forty (40) hours in the workweek. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

(a). One and one-half (1 1/2) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7th) day of work; and

(b). Double the employee's regular rate of pay for all hours worked in excess of twelve (12) hours in any workday for all hours worked in excess of eight (8) hours on the seventh (7th) day of work in any workweek.

2. CB shall not be deemed to have violated the provisions of the above subsection "(a)" by instituting, pursuant to a written agreement voluntarily executed by the employer and at least two-thirds (2/3) of the affected employees before the performance of the work, a regularly scheduled week of work which includes not more than four (4) working days of not more than ten (10) hours each so long as the employee receives at least two (2) consecutive days off within each workweek, provided that:

(a). CB is not required to pay the premium wage rate prescribed in subsection "(a)" for the 9th and 10th hours worked during such workdays;

(b). If an employee on such a four (4) day schedule is required or permitted to work more than ten (10) hours in any workday, the premium wage rate in subsection "(a)" above shall apply to such employee for those hours worked in excess of the 10th hour of that workday.

(c). Any employee on such a schedule who is required or permitted to work on more than four (4) workdays shall be compensated at the rate of not less than one and one-half (1 1/2) times the employee's regular rate of pay for the first eight (8) hours on such additional workdays and double the employee's regular rate of pay for work in excess of eight (8) hours on those workdays.

(d). After a lapse of twelve (12) months and upon petition of a majority of the affected employees a new vote shall be held and a two-thirds (2/3) vote of the affected employees will be required to reverse the agreement above. If such agreement is revoked CB shall comply within sixty (60) days. Upon a proper showing by the employer of undue hardship, the Division may grant an extension of the time for compliance.

(e). An employee may be employed on seven (7) workdays in one workweek with no overtime pay required when the total hours of employment during such workweek do not exceed thirty (30) and the total hours of employment in any one workday thereof do not exceed six (6).

(b) Exempt_Employees: An exempt employee is one who holds a job classification that, by law, does not require the payment of overtime wages. It is the policy of this Agency not to pay overtime wages to exempt employees nor to track hours. Exempt positions are classified by particular criteria such as: supervising staff, independent judgment, discretion and decision making responsibilities/ requirements, salary is no less than two times the state minimum wage for full-time employment, and/or primarily engaged in exempt work more than 50% of his/her work time.

7.10__Compensatory_Time for Non-Exempt Positions: Compensatory time is time off with pay in lieu of overtime pay. Compensatory Time shall be calculated as equivalent to one and one half hours of time for every hour or portion of an hour of overtime worked. Within two (2) weeks of accrual, compensatory time must be used or scheduled to be used within thirty (30) days of accrual.

Otherwise, compensatory time will be paid as overtime on the next regular pay check.

a) Non-Exempt Employees

If mutually acceptable to the non-exempt employee and his/her supervisor, compensatory time, taken at time and one-half, may be taken in lieu of time and one half pay.

Non-exempt employees may elect to take Compensatory Time in lieu of paid overtime. The choice is solely at the worker's discretion. Prior to working the overtime, the employee must voluntarily request in writing that s/he be granted compensatory time in lieu of overtime pay.

The supervisor shall keep a record of all accrued compensation time, and ensure that all compensation time is taken within two pay periods of when it is accrued and at a time mutually agreeable to the employee and the supervisor. If accrued comp time is not taken within these time limits, the employee shall be paid the overtime wages.

Accrued comp time shall always be taken before any accrued vacation time.

b) Exempt Employees

The Division of Labor Standard policies do not apply to exempt employees.

7.11 Travel Time Pay. (a) Non-exempt employees who are required to travel in the course of conducting their work are paid in the following way:

(1) If an employee is required to travel to a work site other than his/her regular work site, s/he shall be paid for the time spent traveling to the alternate work site. However, because traveling does not require the employee to employ his/her skills, pay for travel time may be at a rate of pay that is less than the employee's regular rate but no less than the minimum hourly wage. If the travel time is in excess of an eight-hour day, then travel pay must be paid at time and one half.

(2) Payment of wages if an employee is required to go to a distant workplace shall be as in the following example. If an employee works eight hours at his/her regular workplace in Santa Cruz and then drives to San Francisco, stays at a hotel, attends a workshop for six hours and then returns to Santa Cruz, travel pay begins (may be minimum wage), when the employee leaves Santa Cruz to drive to San Francisco; pay ends when the s/he arrives at the hotel in San Francisco. The employee receives his/her regular rate of pay for the six hours spent at the workshop. When the employee leaves the San Francisco workplace s/he is paid travel pay (may be minimum wage) for the drive back to Santa Cruz. If the employee were to fly to the distant workplace, travel pay would end when s/he boarded the plane to return home.

7.12 Guidelines for Breaks and Scheduled Lunches. Meals and rest breaks will be scheduled in conformance to State Labor Law. Following are guidelines for scheduling rest breaks and lunches. A paid 15 minute rest break for each 4 hours worked will be made available. If an employee works more than 5 hours and up to 8 hours, he/she is required to take a half-hour lunch break. It is CB policy that lunch breaks be paid.

<u>Hours Scheduled</u>	<u>Rest Periods Required</u>	<u>Lunch Breaks Required</u>
1 to 3.5	0	0
Over 3.5 to 5	1	0
Over 5 to 6	1	1
Over 6 to 8	2	1

Employees shall be able to take their breaks in an area away from the Agency's clients. Being required to serve meals to and eat with clients does not constitute a meal break.

Revisions:

- 7.2 Position Audits June, 1984
- 7.4 The Salary Schedule April, 1986
- 7.6 Overtime Pay December, 1984
- 7.2 Position Audits June, 1986
- 7.4 The Salary Schedule October, 1986
- 7.3 Pay and Y-Rate Policy June, 1987
- 7.2(a) Position Audits August, 1987
- 7.4 The Salary Schedule August, 1987
- 7.4 (d)(1) The Salary Schedule February, 1988
- 7.2 Payroll Advances January, 1989
- 7.7 Compensatory Time May, 1990
- 7.4(d)(1) The Salary Schedule September, 1992
- 7.6 Overtime Pay September, 1992
- 7.7 Compensatory Time September, 1992
- 7.4 The Salary Schedule March, 1993

7.4 The Salary Schedule August, 1994
7.10 Compensatory Time August, 1996
Entire Chapter January 1994 & 2008

CHAPTER 8. WARNINGS AND ADVERSE ACTIONS

8.1 General Policy. Community Bridges seeks to establish and maintain standards of employee conduct and supervisory practices which support and promote effective operations that are in the interest of those who receive our services, the Agency and its employees. Such practices include the administration of fair, consistent and constructive employee discipline. The major elements of this policy include:

- (a) Constructive efforts by supervisors toward helping employees achieve fully satisfactory standards of conduct and job performance.
- (b) Correction of employee poor performance or misconduct only to the extent required.
- (c) Sufficient notice to employees that termination will result from violation of employee standards of conduct or unsatisfactory job performance.
- (d) Documentation of warnings and adverse actions.

All disciplinary and adverse actions shall be processed in accordance with these Personnel Policies and shall be taken only for just cause.

Discipline shall be for just cause and shall follow the Employer's policy on due process. No discipline of any kind shall be taken against any employee based upon unsubstantiated information. Neither shall discipline of any kind be taken against an employee based upon any material and/or documentation of which the employee has not been informed. A copy of any corresponding material and/or documentation used by the Employer as a basis for substantiating an action shall be provided to the employee. "Discipline" is defined as a dismissal, demotion, suspension, reduction of hours, placement at a lower salary, oral or written reprimand, or transfer.

8.2 Adverse Actions: Demotion, Suspension, and Termination (a). Adverse Actions are proposed in writing by the employee's supervisor and will be carried out only if approved by the CEO. The supervisor recommending the termination shall do so in conjunction with the Program Director. Adverse Action may be taken after one or more major violations have been committed by the employee or as the result of documented continuing poor performance, or for other just cause. In the case of a major violation, it is not necessary to go through the progressive disciplinary steps prior to taking an Adverse Action. No progressive discipline may be based on materials in the worker's file that is more than eighteen months old. Supervisor may have the HR Director or their designee sit in on any disciplinary action or adverse action meetings.

Procedure.

I. Proposal to the CEO for an Adverse Action must be in writing, with copies to the employee and the HR Director. The proposal shall contain a detailed statement of specific reasons for the proposed action.

II. The CEO shall make a decision about the Adverse Action within fifteen (15) working days of receipt of the supervisor's proposal. This decision shall be in writing with copies to the supervisor, the employee and the HR Director.

III. If the CEO approves the Adverse Action, the employee shall be informed of his/her right to grieve as described in Chapter 9 of these Policies.

(a) Administrative Suspension Administrative suspension shall be used in those cases where events compel a supervisor to take immediate action to remove the employee from the work environment. The suspending supervisor shall notify his/their immediate supervisor, HR Director, and CEO of the action. Although the immediate supervisor may remove an employee immediately from the work environment, such paid administrative suspensions must be requested in writing within one working day after the suspension and approved by the CEO. In these cases, the administrative suspension shall continue until the

CEO decides about the immediate removal of the employee from the workplace.

(b) Suspension. Suspension shall be used in those cases where events compel a supervisor to take immediate action to remove the employee from the work environment. The suspending supervisor shall notify his/her immediate supervisor, HR Director and CEO of the action. Where termination is recommended, the employee shall be suspended until it is determined by the CEO to be the proper action, but for no longer than fifteen (15) working days.

Suspension may also be used as a disciplinary action, in lieu of termination, as a consequence of a Major Violation as described in Chapter 8.3 of these policies. Although the immediate supervisor may remove an employee immediately from the work environment, such suspensions must be requested in writing within one working day after the suspension and approved by the CEO. In these cases, the suspension may not be for more than ten (10) working days.

Wages will not be paid during suspension.

(c) Mandatory Demotion. Demotion is the reassignment of an employee to a lower-level job classification and may be done when an employee's performance at her/his current level has been substantially inadequate. Demotion will be an option only within classifications which are alternately staffed, and only when there is an available (vacant) position at the recommended lower-level classification.

If an employee is demoted, s/he loses her/his non-probationary status in the former job classification, enters the new job at the entry level salary, and must complete a probationary period in the new job classification. The employee will retain his/her original date of hire, accrued vacation and sick leave, and if working the required number of hours, health insurance coverage.

(d) Termination. Termination is the separation or dismissal of an employee from his/her position of employment. When the supervisor determines that termination is the only feasible course of action, s/he shall make a recommendation for termination to the CEO, and the procedure described in Chapter 8 of these Policies shall be followed.

This policy shall in no way supercede Chapter 9.1 of these polices and will only be used in conjunction with the spirit of that policy.

- (i) **Notice.** At least two (2) weeks notice, or two (2) weeks severance pay in lieu of such notice, must be given in instances where the dismissal is based on a continuing course of documented unsatisfactory performance. In cases of termination for a major violation or other just cause, notice may be less than two (2) weeks, without any salary in lieu of notice.
- (ii) **Final Pay.** Law requires the payment of all wages due at the time of termination to all employees who are dismissed, laid off, or who terminate voluntarily with sufficient notice. Employees who terminate voluntarily without giving notice shall be paid within seventy-two (72) consecutive hours from the time they quit. An employee terminated for any reason shall be paid for any vacation that s/he has accrued.

(e) Due Process The employee shall have five (5) working days after the receipt of the supervisor's proposal for Adverse Action (demotion, suspension, or termination), to provide a written response to the CEO or to request a meeting with the CEO to respond orally.

8.3 Major Violations. Major violations on the part of an employee may be cause for warning and/or adverse action, as described below. Major violations include, but are not limited to, the following:

- (a) fraud;
- (b) incompetence, defined as: gross violation or negligence of job performance that results in negative fiscal impact and/or compromises the health and/or safety of other employees and/or clients;
- (c) inexcusable absence, defined as: unexcused absence where the worker, without reasonable cause, neither reports to work nor makes a reasonable effort to contact their supervisor or a Human Resources worker if the supervisor cannot be reached.
- (d) documented habitual or excessive absence or tardiness, as defined as: exhausting all available sick leave time. This subsection is waived for an equal amount of days upon return from Family Medical Leave as the employee was out on FMLA;
- (e) discourteous treatment of the public or other employee;
- (f) willful disobedience of program regulations and/or assignments;
- (g) insubordination (i.e. refusal to follow a direct order from one's supervisor);
- (h) negligence or willful damage to Agency property or waste of Agency supplies or equipment;
- (i) violation of CB Policies;
- (j) undue use of, or being under the influence of, intoxicating drugs or alcohol during working hours or on Agency premises;
- (k) theft, embezzlement and/or dishonesty.
- (l) any conviction of a misdemeanor or a felony

8.4 Progressive Discipline. Principles of progressive discipline shall be used in administering discipline for just cause. The parties acknowledge that these principles include the reasonable exercise of discretion by the CEO in determining that progressive steps of the discipline procedure may be bypassed, depending on the severity of the employee's misconduct.

Following application of progressive discipline as appropriate and as set forth in this article, the CEO may determine that the unit member's further conduct justifies moving for "Adverse Action" as defined below.

The principles of progressive discipline include the following pre-disciplinary steps (i.e., prior to "Adverse Action" as explained below):

Verbal warning (which may be memorialized in writing)

Written warning

Written reprimand

Subsequent Reprimand

Suspension

Termination

8.5 Warnings. A Warning may be issued in response to a major violation committed by an employee or as a part of continuing documentation of poor employee performance. The purpose of a Warning is to inform the employee, and to provide documentation of such information, that if unacceptable conduct is repeated, or improvement is not made in inadequate job performance, the employee will be subject to demotion, suspension or termination. In the case of ongoing poor job performance, the supervisor will notify the employee sufficiently in advance to allow the employee a reasonable time to improve the

performance to a satisfactory level.

Procedure:

When a supervisor has reason to believe that a Warning is warranted, s/he will meet with the employee for the purpose of determining whether there is just cause for issuing a Warning. The employee will be given the opportunity to explain, orally and/or in writing, the circumstances surrounding the situation in question. If necessary, both the supervisor and employee may avail themselves of supporting evidence and/or corroboration from third parties.

If after meeting with the employee and conducting any additional necessary fact-finding, the supervisor determines that there is just cause for issuing the Warning, s/he will inform the employee that a Warning will be issued.

The Warning will be a written document, detailing:

(a) the date(s) and nature of the misconduct or inadequacies in job performance;

(b) the corrective action(s) to be taken, and the date(s) by which correction(s) or satisfactory performance must be achieved;

(c) the possible adverse action which may result from a repeat of the misconduct, failure to make the stipulated corrections(s) or satisfactorily improve performance; and

(d) if applicable, the date by which a follow-up letter documenting progress on the corrective action will be written by the supervisor.

The supervisor will sign and date the Warning. The employee shall be given an opportunity to read and sign the Warning, indicating that s/he has received and read the document. The employee shall also be given the opportunity to attach a written response to the Warning, which shall be signed and dated.

The original Warning and the employee's response will be placed in the employee's personnel file and a copy will be given to the employee.

If specified in the Warning, the supervisor will write a follow-up letter indicating how corrective actions have been taken and/or standards for performance met. The original will be placed in the employee's personnel file and a copy will be given to the employee.

If the supervisor determines that the employee's conduct or performance continues to be unsatisfactory, s/he will meet with the employee in an attempt to determine the reasons.

If as a result of this meeting, the supervisor has reason to believe that conduct or performance can be satisfactorily improved within an additional reasonable period of time, s/he may: 1) issue another Warning and subsequent follow-up letter; or 2) recommend demotion or termination as described below.

A. Verbal Warnings. An employee who receives a verbal warning, which has been memorialized in writing, may file a written response as they may to any written warning or reprimand entered into their personnel file within 30 calendar days of receipt.

B. Written Warnings. A worker may file a written response to any written warning entered into their personnel file. Such written response shall be attached to and shall accompany the written warning. An

employee who receives a written warning shall be afforded an opportunity to meet with the CEO regarding the warning, together with a representative of their choice.

C. Written Reprimands. A reprimand may be issued in response to a major violation committed by an employee or as a part of continuing documentation of poor employee performance. The purpose of a reprimand is to inform the employee, and to provide documentation of such information, that if unacceptable conduct is repeated, or improvement is not made in inadequate job performance, the employee will be subject to demotion, suspension or termination. In the case of ongoing poor job performance, the supervisor will notify the employee sufficiently in advance to allow the employee a reasonable time to improve the performance to a satisfactory level.

Procedure:

When a supervisor has reason to believe that a reprimand is warranted, s/he will meet with the employee for the purpose of determining whether there is just cause for issuing a reprimand. The employee will be given the opportunity to explain, orally and/or in writing, the circumstances surrounding the situation in question. If necessary, both the supervisor and employee may avail themselves of supporting evidence and/or corroboration from third parties.

If after meeting with the employee and conducting any additional necessary fact-finding, the supervisor determines that there is just cause for issuing the reprimand, s/he will inform the employee that a reprimand will be issued within five (5) work days with concurrent faxed copy to the Union.

The reprimand will be a written document, detailing:

(a) the date(s) and nature of the misconduct or inadequacies in job performance;

(b) the corrective action(s) to be taken, and the date(s) by which correction(s) or satisfactory performance must be achieved;

(c) the possible adverse action which may result from a repeat of the misconduct, failure to make the stipulated correction(s) or satisfactorily improve performance; and

(d) if applicable, the date by which a follow-up letter documenting progress on the corrective action will be written by the supervisor.

The supervisor will sign and date the reprimand. The employee will sign and date the reprimand indicating that s/he has received and read the document.

An employee may file a written response to any written reprimand entered into their personnel file. Such written response shall be attached to and shall accompany the written reprimand. An employee who receives a written reprimand shall be afforded an opportunity to meet with the CEO regarding the reprimand.

The original reprimand and the employee's response will be placed in the employee's personnel file and a copy will be given to the employee.

If specified in the reprimand, the supervisor will write a follow-up letter indicating how corrective actions have been taken and/or standards for performance met. The original will be placed in the employee's personnel file and a copy will be given to the employee.

D. Subsequent Reprimands. If the supervisor determines that the employee's conduct or performance continues to be unsatisfactory, s/he will meet with the employee in an attempt to determine the reasons.

If as a result of this meeting, the supervisor has reason to believe that conduct or performance can be satisfactorily improved within an additional reasonable period of time, s/he may: 1) issue another reprimand and subsequent follow-up letter or 2) recommend suspension, demotion, or termination as described below if it is believed that the conduct cannot be improved.

8.6 Notice and Receipt. Wherever the terms "notice" and "receipt" are used as a requirement, that section shall be satisfied by personal delivery confirmed in writing by the deliverer, or posting in the U.S. Mail via certified mail with return receipt requested to the last official address of the worker. In this case, unless the return receipt indicates a later date, the date of receipt shall be assumed to be three days after the date of posting.

8.7 Recourse to Grievance. Only Regular non-probationary employees, or probationary employees in other than their initial probationary period, have the right to grieve any adverse action, as described in Chapter 9.2 of these Policies. If an employee disagrees with her/his termination and chooses to pursue a grievance, the procedure will begin with section 9.7. An employee who grieves his/her termination will not be subject to forfeit her/his severance pay. However, if at the conclusion of the grievance procedures the employee is reinstated retroactive to the date of termination, any severance pay previously paid will be applied as prepaid salary against further salary earned.

8.8 Unwarranted Disciplinary and Adverse Action. Any disciplinary or adverse action found on final appeal to be unwarranted shall result in destruction of all documentation relating to such action.

8.9 Employee Representation. An employee who is the subject of a disciplinary or adverse action may, if s/he so requests, be represented by a representative of his/her choice.

CHAPTER 8--consolidated Chapters 9, 11, 12 & 13	October 1986
8.1 (iii) Final Payment	April, 1988
8.4 Suspension	March, 1992
8.6 Major Violations	August, 1993
8.5 Adverse Actions	January, 1995
Entire Chapter	January 1994, 2008

CHAPTER 9. GRIEVANCE PROCEDURE

Commitment to Mutually Respectful Relations

The Employer and the Employees recognize that settlement of grievances is essential to sound employee management relations. To that end both parties seek to establish a mutually respectful working relationship as regards the enforcement of these Personnel Policies and ongoing treatment of Community Bridges workers. Both parties will actively encourage the prompt settlement of grievances at the lowest possible level.

9.1 Purpose. This procedure is to provide a mutually acceptable method for the orderly, prompt and equitable settlement of grievances which fall within the coverage of this Chapter. Other formal procedures for conflict resolution described in these Personnel Policies shall be fully utilized prior to the use of this grievance procedure. Every reasonable effort will be made to resolve any conflicts or disputes informally prior to initiation of formal grievance procedures.

9.2 Scope. A grievance is defined as any dispute or complaint between an employee or a group of employees and a supervisor or management over: disciplinary action, suspension, demotion, discharge, improper implementation of policies, violation of established procedures, discrimination, harassment, inadequate job performance by another employee, improprieties committed by another employee, or expectations of performance beyond job obligations. This procedure is accessible to all Regular employees, with the exception that those employees on the initial probationary period may not grieve dismissal. No employee may file a grievance on behalf of another employee.

9.3 Exclusivity of Procedure. This procedure shall be the exclusive formal procedure available to Non-Union employees for resolving such grievances.

9.4 Exclusions. Matters subject to statutory appeal procedures or above the authority of the corporation, such as interpretations of provisions of law or regulations of other appropriate authorities, or contractual requirements, shall not be subject to this grievance procedure, even if such laws, regulations or requirements are quoted, paraphrased, cited or otherwise incorporated or referenced in these Personnel Policies. Excluded from the grievance procedure is the release of employees in their initial probationary period, evaluation contents, and the proposal of adverse action.

9.5 Specificity. Grievances submitted must be specific in nature at all steps. Grievances which are not specific in nature may be rejected at any step. A grievance rejected for non-specificity may be rewritten and re-filed within two (2) working days following receipt of the rejection.

9.6 Representation. At any point during the grievance procedure, either party may, upon giving two (2) working days notice to the other party, have present a representative of their choice.

9.7 Grievance Procedures and Steps

A. Informal. Employees are required to promptly meet with their immediate supervisor and/or Program Director in an attempt to resolve the matter before it becomes the basis for a formal grievance. Any resolution reached at the informal step must be in accordance with the provisions of this Agreement.

B. Step I. Within twenty (20) working days of occurrence or knowledge of an alleged grievance, after informal steps have been taken, the grievance shall be presented to the Program Director. A grievance shall contain the following information:

a. The name of the grievant

- b. The specific nature of the grievance
- c. The date, time and place of occurrence
- d. Specific provisions that have been violated
- e. Steps at informal resolution
- f. The remedy desired
- g. The name of a representative chosen by the employee.

The employee shall be allowed reasonable time to meet with their designated representative

The Program Director shall conduct a thorough investigation to determine the facts and shall provide a written decision or recommendation to the supervisor having authority to render a decision in the matter, within ten (10) working days of receipt of the grievance.

A copy of the written decision and prior recommendation, if any, shall be sent to the HR Director.

C. Step II If the grievant is not satisfied with the first step decision the employee may, within ten (10) working days after receipt of the decision, present a written appeal of the decision to the CEO. The CEO shall provide a written decision within ten (10) working days of receipt of the appeal.

D. Step III If the grievant remains unsatisfied with the CEO's response, the worker may, within ten (10) working days of receipt of response, notify the CEO in writing that the grievance will be submitted to the Community Bridges Board of Directors for an appeal. The Board of Directors will appoint hearing officers for said appeal and will meet to discuss the grievance not less than 10 working days and not more than 30 calendar days of notice of appeal to the CEO. The Board appointees for this appeal will render a decision within 10 working days of hearing the appeal.

E. Timelines. The timelines in this section may be held in abeyance if the parties have mutually agreed the grievance lends itself to non-binding mediation. In that instance, a mediator shall be requested from the state or federal mediation and conciliation services.

F. Notice and Receipt. Wherever the terms notice and receipt are used as a requirement, that section shall be satisfied by personal delivery confirmed in writing by the deliverer, or posting in the U.S. Mail by certified mail with return receipt requested to the last official address of the worker. In this case, unless the return receipt indicates a later date, the date of receipt shall be assumed to be three days after the date of posting.

Revisions:

Grievance Procedure (9.a) August, 1987

Grievance Procedure (9.7(d)) September, 1991

All Sections September, 1985, January 2008

CHAPTER 10. ARBITRATION

10.1. Procedures. Arbitration may be invoked to resolve all grievances. When arbitration is used, the following procedures will apply:

(a) Steps. If the grievant remains unsatisfied with the Board's response to a grievance and/or if mediation has failed, the grievant may, within ten (10) working days of receipt of response, notify the CEO in writing that the grievance will be submitted for arbitration. Issues of arbitrability shall be determined by the arbitrator. The Employee and the Employer will request a list of 7 names from the State Mediation and Conciliation Service. Within ten (10) working days of receipt of the list of arbitrators, the parties will select an arbitrator by taking turns striking one name from the list until only one name remains. The party entitled to first strike shall be determined by a coin toss. The cost of arbitration shall be shared equally by both parties. At least five (5) working days before the hearing date, the parties shall meet to exchange witness lists and, as possible, agree on the grievance issue(s) and joint stipulations, which shall be submitted to the arbitrator at the start of the hearing. The grievant and witnesses for both parties shall be released as needed without loss of pay. Any party failing to appear at a scheduled arbitration shall bear responsibility for all costs of arbitration. Each party will be responsible for its own costs for representation at the hearing. The written decision of the arbitrator shall be final and binding.

(b) Deadlines. The grievant's substantial failure to meet the deadlines specified in the Sections above without a showing of good cause, shall be grounds for dismissal of the arbitration by Community Bridges

(c). Timeline. The hearing shall be held within forty (40) working days of the selection of the arbitrator. Each party may be allowed one continuance upon a showing of good cause. In any event, the hearing shall be conducted within six (6) months from the notification.

(d). Attendance at the Hearing. The complainant with or without an authorized representative, must appear for the hearing. Failure to appear without giving proper notice shall constitute forty-eight (48) hour notice in all cases other than personal reasons or personal convenience. The management official involved in taking the action under review must appear for the hearing. Other interested parties are persons or organizations potentially affected by the outcome. The notice to other interested parties shall include the same information provided to the complainant, and shall state if the interested parties may participate in the hearing, and the method by which they may request such participation.

The complainant has a right to withdraw her/his request for a hearing, in writing, before the hearing. All direct parties to the complainant have a right to request rescheduling of the hearing for good cause. Any incurred costs shall be shared as described above.

In cases involving disciplinary or adverse actions of an employee, the corporation must show cause why the action should be taken.

Witnesses may be brought by either party to testify concerning the action under review. All parties shall be entitled to hear the whole testimony and evidence produced against them, know the claims or charges made against them, and to confront and be confronted by all parties and witnesses on the other side. All parties at a hearing are entitled to present argument, introduce evidence and the testimony of witnesses, and shall have the right to question any witnesses giving testimony at the hearing.

10.2. Final Determination. The arbitration award shall be binding on the parties.

10.3 Location. Arbitration hearings shall be held at a location mutually acceptable to both of the parties.

Revisions:
All Sections

September, 1985; January 2008

CHAPTER 11. LAYOFFS

When it becomes necessary because of lack of work or funds, program termination, or in interests of overall Agency economy to reduce the staffing levels, all layoffs and/or reduction of working hours shall be accomplished without prejudice to the employees involved and in accordance with the provisions outlined below.

A. Layoffs: A layoff is any mandatory reduction in an employee's hours of work or days of work or the elimination of a position because of lack of work or lack of funds. The affected employee(s) shall be notified in writing at least 30 calendar days in advance of the proposed layoff and shall be afforded the opportunity to meet and confer regarding the decision to layoff and its effects. The principle of Seniority shall apply in any layoff, within the job classification and within the affected program.

B. Emergency Lay offs: When the Employer receives less than 30 days notice of funding cuts resulting in layoff(s), there shall be no less than two (2) weeks notice to the employee.

11.1 Layoff within Programs: All layoffs and reduction of work hours shall be considered on a program-by-program basis regardless of whether the affected classifications are utilized by more than one program. {For example: If one program has to layoff a worker and it is determined that the layoff will be within the Office Assistant II classification, layoff priorities and procedures will be applied to that program only, regardless of the comparative status or longevity of Office Assistant II's in other programs. The Management Team shall have the responsibility to define program units for purposes of applying this policy}.

11.2 Determination to Layoff: In consultation with the HR Director, the CEO, shall make the final decision of all proposed lay-offs. However, the appropriate Program or Division Director shall provide the HR Director, CEO, and any incumbents who will be affected by the lay-offs, with written documentation of the rationale for the proposed lay-off of a specific classification(s). This documentation shall include an account of the following:

- (a) the actual work that is necessary for the continued operation of the program;
- (b) the necessary level of service within the program;
- (c) the level of staff time and expertise necessary to maintain both (a) and (b) above and
- (d) The reduction in funding.

After receipt of this written documentation, and prior to making a decision about the lay-off, the CEO shall provide the Division or Program Director, an opportunity to meet with him/her, if any of them so desire, to discuss recommendation for lay-off.

The notice of lay-off shall come from the Supervisor and/or Program Director, and be signed by the appropriate Division or Program Director and the HR Director. The affected employee(s) shall be notified in writing at least 30 calendar days in advance of the proposed layoff and shall be afforded the opportunity to meet and confer regarding the decision to layoff and its effects. The HR Director will be responsible for having copies sent to the Personnel Committee and the Board of Directors.

11.3 Order of Layoff: The following order of layoff shall be applied consistently to all employees within the program who are in the job classification(s) designated for layoff.

1. Call for volunteers (to be considered involuntary for unemployment purposes).
2. Temporary workers.
3. Limited Term employees.

4. Regular Probationary employees in reverse order of seniority.
5. Regular full and part-time non-probationary employees in reverse order of seniority.

The order of layoff within each of the above statuses shall be determined by employees' comparative total longevity within the Agency. Each employee's longevity date shall be defined by continuous employment within the Agency from his/her original date of hire.

If an employee who is scheduled for a layoff has previously achieved non-probationary status in a different classification, s/he shall have the right to assume her/his prior position if the incumbent in that position has less longevity.

When specific positions within a classification have been identified as requiring bilingual skill, they are designated and treated as separate job classifications for purposes of layoff and reduced work time.

If program funding is available from categorical sources, laid-off workers, including volunteers, shall be given two weeks' severance pay. Workers to be laid off shall be considered for any other vacant positions within the organization for which they are qualified.

11.4 Re-call Lists.

1. Employees who have been laid off will have recall rights in their classification for a period of 12 months from the effective date of lay-off. Employees will be recalled from a call-back list in reverse order of lay-off. No open recruitment shall be made to the classification until the recall list has been exhausted.
2. If a laid off employee refuses to interview or is interviewed and offered a job but refuses it, s/he shall be classified as a voluntary resignation and their name shall be removed from the list.
3. Employees who have been laid off shall be granted an interview for any positions that become available in the agency provided that they possess the minimum requirements for the job.
4. Employees who are recalled shall return to this agency with the same seniority that they had when they were laid off. A recalled employee will accrue vacation time at the same level as when she was laid off, and their previously accrued sick leave reinstated.

11.5 Consolidation of Positions: It shall be the responsibility of the CEO, in cooperation with the appropriate Program or Division Director(s) and HR Director, to determine the applicability of consolidating two or more positions in the same classification. A recommendation for consolidation must be supported by documentation of the rationale.

The priority of lay off described above shall be applied to employees who may be laid-off as a result of such consolidation. In the case of a recommendation to consolidate Division Director positions, the approval of the Board of Directors shall be required.

Should it be determined that there is a need to consolidate two or more positions of a different but similar classification, it shall be the responsibility of the HR Director to determine if the duties and required qualifications of the different classifications can be reasonably consolidated into a single classification. In the event of such a consolidation, incumbents in the affected positions shall be given notice of layoff, the HR Director shall write a new job description and conduct a recruitment to fill the new position. Former incumbents will be encouraged to apply for the new position and if they possess the minimum requirements for the job, will be guaranteed a qualifications interview.

11.6 Reduced Worktime. In lieu of lay-off as outlined above, the CEO, at the recommendation of the Program or Division Director, may authorize reduced hours or work week for all or some employees in the affected Program. Such reductions shall be made on the basis of the criteria described in 12.2 (a-c)

above. Any work time reduction, whether voluntary or required, shall not change the status of a participating employee nor affect his/her longevity. Work time reduction shall result in prorated reduction in pay, paid leave accrual, and paid holidays.

11.7 Appeal. Any employee who believes that the lay off, re-call or work time reduction policies have been inappropriately or inconsistently applied may appeal through the established Agency Grievance procedures as described in Chapter 9 of these Personnel Policies.

11.8 Adverse Impact. Should any part or all of this policy result in an adverse impact on equal employment/affirmative action goals, this policy shall be revised so as to eliminate such adverse impact.

11.2 Determination to Layoff
All reviewed, some additional language

January, 1989
January, 1994, 2008



Community Bridges

Memorandum

To: All Community Bridges Employees

Re: Receipt of CB Personnel Policies

This acknowledges that I have received a copy of the Community Bridges' (CB) Personnel Policies. I understand that it contains important information, including but not limited to my privileges and obligations as an employee. I acknowledge that I am expected to read, understand and adhere to the agency's policies and therefore I will familiarize myself with the material in these policies. I understand that I am governed by the contents of the Personnel Policies and changes thereto from time to time and/or the Union Contract.

I (print name) _____ verify that I have received and agree to abide with the Community Bridges' Personnel Policies.

Employee Signature: _____

Employee Name Printed: _____

Date: _____

PLEASE RETURN TO HR ALONG WITH THE NEW HIRE PACKET

