



HUMAN RESOURCES COMMITTEE

Workforce Solutions Alamo
100 N Santa Rosa Ave
San Antonio, TX 78207
August 13, 2020
9:00 AM

Agenda items may not be considered in the order they appear.

Citizens may appear before the Committee to speak for or against any item on the Agenda in accordance with procedural rules governing meetings. Speakers are limited to three (3) minutes on each topic (6 minutes if translation is needed) if they register at the beginning of meeting. Questions relating to these rules may be directed to Linda G. Martinez at (210) 581-1093.

To protect the health of the public and limit the potential spread of COVID 19 as directed by Governor of Texas, Bexar County and City of San Antonio, WSA will hold this meeting via videoconferencing. The meeting will be held in compliance with the suspended provisions of the Texas Open Meetings Act. For those members of the public that would like to participate, please call toll-free 1-877-858-6860, which will provide two-way communications through a speaker phone. For additional information, please call Linda G. Martinez, (210) 581-1093.

- I. Call to Order and Quorum Determination
Presenter: Leslie Cantu, Chair
- II. Declarations of Conflict of Interest
Presenter: Leslie Cantu, Chair
- III. Public Comment
Presenter: Leslie Cantu, Chair
- IV. Discussion and Possible Action on Minutes of July 16, 2020
Presenter: Leslie Cantu, Chair
- V. DISCUSSION AND POSSIBLE ACTION
Presenter: Lisa Barte, HR Manager
 - a) MAG Re-Organization Implementation
- VI. BRIEFING: KAS HR CONSULTING GROUP
Presenter: Keith Scott
 - a) WSA Employee Handbook Update
 - b) KAS HR Consulting Group Update
- VII. Professional Employer Organization (PEO)
Presenter: Adrian Lopez, CEO
- VIII. Chair Report
Presenter: Leslie Cantu, Chair
- IX. Executive Session:
Pursuant to Chapter 551 of the Texas Open Meetings Act, the Committee may

Workforce Solutions Alamo is an equal opportunity employer/program. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids, services, or special accommodations should contact Linda Martinez at (210) 581-1093 at least two (2) working days prior to the meeting, so that appropriate arrangements can be made. Relay Texas: 1-800-735-2989 (TDD) or 1-800-735-2988 (Voice).

recess into Executive Session for discussion on any issue for which there is an exception to the Act as set out in section 551.071 et. seq. including, but not limited to, the following:

- a. Government Code §551.072 - Discussions Regarding Purchase, Exchange, Lease, or Value of Real Property if Deliberation in an Open Meeting Would Have a Detrimental Effect on the Position of Workforce Solutions Alamo in Negotiations with a Third Party;
- b. Government Code §551.071 - All Matters Where Workforce Solutions Alamo Seeks the Advice of its Attorney as Privileged Communications under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas;
- c. Pending or Contemplated Litigation; and
- d. Government Code §551.074- Personnel Matters involving Senior Executive Staff and Employees of Workforce Solutions Alamo.

X. Adjournment

Presenter: Leslie Cantu, Chair



HUMAN RESOURCES COMMITTEE MINUTES

Workforce Solutions Alamo
100 N. Santa Rosa, Suite 101
San Antonio, TX 78207

Jul 16, 2020

9:00AM

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To protect the health of the public and limit the potential spread of COVID 19 as directed by Governor of Texas, Bexar County and City of San Antonio, WSA will hold this meeting via videoconferencing. The meeting will be held in compliance with the suspended provisions of the Texas Open Meetings Act. For those members of the public that would like to participate, please call toll-free 1-877-858-6860, which will provide two-way communications through speaker phone. For additional information, please call Linda G. Martinez, (210) 581-1093.

WSA BOARD MEMBER ATTENDEES:

Leslie Cantu, Johnette Lee, Juan Solis III, John Blaylock, Diana Kenny, and Betty Munoz

PARTNERS:

David Meadows

LEGAL COUNSEL

Frank Burney

WSA STAFF:

Adrian Lopez and Linda Martinez

- I. Call to Order and Quorum Determination
The meeting was called to order by Leslie Cantu @ **9:00am** and Quorum was met.
- II. Declarations of Conflict of Interest
Presenter: Leslie Cantu
None
- III. Public Comment
Presenter: Leslie Cantu
None
- IV. **Discussion and Possible Action on Minutes of June 11, 2020: Motion by Mr. Blaylock and second by Ms. Lee and unanimously approved.**

- V. Chair Report:
None
- VI. **Executive Session: HR Committee Meeting entered Executive Session at 9:05AM and adjourned at 9:27AM. No action taken.**
- VII. Adjournment at 9:28AM upon motion by Ms. Kenny and second by Ms. Lee.

MEMORANDUM

To: Human Resources Committee

From: Adrian Lopez, WSA CEO

Presented by: Adrian Lopez, WSA CEO

Date: **August 13 ,2020**

Subject: **Organization Review by Management Advisory Group International (MAG)**

Summary: This item is to provide an update on the organization review by MAG. The final report was approved by the board on June 19, 2020. This item is to inform the board of the fiscal impact of the final report and timeline for the implementation of the report.

Analysis: MAG was procured to conduct an organizational review of WSA. They conducted an organizational review and classification and compensation study. The scope of the study included all fulltime employees. They compared salaries to the market and identified needed market adjustments to the current plan. They ensured that all jobs are properly classified and Identified optimal structure. They also developed a classification and compensation system.

Alternatives: None considered

Fiscal Impact:

Component	Amount
Salary Adjustments 3 employees	\$8,203.91
Change in Positions	54,002.50
COLA Adjustment 8/22/20 to end of the fiscal year for all employee except those 1-time adjustments	24,910.65
Merit Increases based on the evaluation.	25,324.22
Total	\$112,441.28

The Board authorized WSA to utilize up to \$128,000 to implement the results of this report.

Recommendation: None

Next Steps: WSA staff will see the impact of these changes by September 4, 2020 pay period.

MEMORANDUM

To: Human Resource Committee

From: Keith Scott, KAS Consulting Group - HR Consultant

Presented by: Keith Scott

Date: August 13, 2020

Subject: WSA Employee Policy Handbook

Summary: This item is to provide an update and/or approve to the Board HR Committee on the revised WSA Employee Policy Handbook prepared by Keith Scott of KAS Consulting Group (KAS). It is recommended this item be taken to the next Board meeting for approval.

Analysis: With the assistance of WSAs HR Manager, the review of other Workforce Board's Employee Handbooks and overall Employee Handbook best practices, KAS recommends that WSAs Employee Handbook be reviewed for final approval by WSAs HR Committee and Legal representative.

Alternatives: KAS recommends no alternatives to the review or approval of the WSAs Employee Policy Handbook except for the review by the HR Committee and Legal.

Fiscal Impact: The fiscal impact is part of the overall \$15,000 HR Consulting Services fee for KAS until September 31, 2020.

Recommendation: KAS recommends that WSA review, update, and/or approve the Employee Policy Handbook by August 21, 2020 or at its next Board meeting.

Next Steps: If WSAs Employee Policy Handbook is approved by the Board in August 2020, it is recommended that it is disseminated to all employees with training in September 2020.

WSA Employee Policy Handbook Update

By Keith Scott
KAS Consulting Group
August 13, 2020



AmericanJobCenter®

Background and Project Overview

- Background on current WSA Employee Policy Handbook
 - Handbook has not been updated since 2013
 - WSA began the process to update handbook in December 2019
 - KAS Consulting Group (KAS) awarded HR Consulting Services Contract in June 2020
- Scope of Work for Employee Policy Handbook
 - Review, revise and update the development and maintenance of WSA's HR Policies and Procedures Handbook



Employee Handbook Drafts by KAS

- KAS presented first draft of Employee Handbook in July for review, with revisions, recommendations and questions
- In July, KAS received some feedback from CEO and Staff on some of the HR Policies and Procedures
- KAS presented second draft of Employee Handbook in July
- KAS present third version of Employee Handbook in August



Completed Employee Handbook Work

- After several work planning session with HR and edits, KAS present final recommendations
- Reformatted some of the documents
- Added hyperlinks to the table of contents
- Overall close to 200 changes in the document that included language, legal compliance, consistency, best practices, redundancy, spelling, grammar



Completed Employee Handbook Work

- Highlights of some updated changes:
 - Flow of the document – changed some order of topics
 - Ensured EO statement was in document
 - Telecommuting
 - Employee Benefits
 - Social Media
 - Weapons Policy
 - Rules of Conduct and Disciplinary Process
 - Employee Acknowledgement Form



Recommendations Comments

- Management Advisory Group suggested compensation and personnel policies updates. WSA needs to determine if those recommendations need to be part of the Employee Handbook
- Try to keep the employee handbook to under 100 pages
- HR Committee, Board, Legal review of Employee Handbook revisions present by KAS for approval
- WSA work on the final layout and format of the Employee Handbook for dissemination



Recommendations Comments

- Present and train employees on the approved Employee Handbook in September with signed employee acknowledgment within 1 week
- Update employee handbook annually or as needed when there are changes to policies and procedures



Commented [LMB1]:



EMPLOYEE POLICY HANDBOOK

_____, 2020

WELCOME NEW EMPLOYEES!

On behalf of your colleagues, I welcome you to Workforce Solutions Alamo (“WSA”) and wish you every success here.

We believe that each employee contributes directly to WSA's growth and success, and we hope you will take pride in being a member of our **team.**

Commented [KS2]: Period added

This Handbook was developed to outline the policies, programs, and benefits available to eligible employees, as they currently exist. This Handbook applies to both new and current employees. Employees should familiarize themselves with the contents of the Handbook as soon as possible, for it will answer many questions about employment with WSA.

We hope that your experience here will be challenging, enjoyable, and rewarding. **Again,** welcome!

Commented [KS3]: Spacing added

(electronic signature)

Commented [KS4]: Consider electronic signature

Adrian Lopez

CEO

MISSION

WORKING TO STRENGTHEN THE ALAMO REGIONAL ECONOMY BY GROWING AND
CONNECTING TALENT PIPELINES TO EMPLOYERS

VISION

WORKFORCE SOLUTIONS ALAMO STRIVES TO LEAD THE MOST INTEGRATED COMMUNITY
WORKFORCE NETWORK IN THE NATION

VALUES	TEAM BEHAVIORS
INTEGRITY	<ul style="list-style-type: none"> We will establish and adhere to policies and procedures We will use values based decision making in all situations We will be knowledgeable and comply with rules, laws and policies We will tell the truth no matter what We will solve problems internally first We will do what we say we are going to do
EXCELLENCE	<ul style="list-style-type: none"> We will encourage input from everyone We will work together; united not divided We will exceed our customers' expectations We will be responsive to internal and external customers We will be consistently on time and accurate
INNOVATION	<ul style="list-style-type: none"> We will find new ways to do things We will try new ideas We will encourage creativity Non-compliance will not be allowed to stifle new ideas We will be creative and compliant We will learn when we miss the mark. Better to try and fail than to not try at all

VALUES	TEAM BEHAVIORS
COLLABORATION	<ul style="list-style-type: none"> We will work together as a team We will be proactive in seeking out opportunities to work with others We will share information, talents and resources with others We will support our partner agencies We will be a resource and leader We will strive to be a valuable partner
ACCOUNTABILITY	<ul style="list-style-type: none"> We will take the initiative to step up and own it We will not blame others, we will focus on solving the problem Our entire team is responsible for WSA success We will not 'pass the buck', we will own our own part in it We will work together to solve problems and issues until they are resolved



C

Commented [KS5]: Enlarge layout

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INTRODUCTORY STATEMENT

This Handbook is designed to acquaint you with WSA and to provide you with information about the current working conditions, employee benefits, and policies affecting your employment. It is important that you take the time to carefully read, understand and follow all the provisions of the Handbook. It describes many of your responsibilities as an employee and outlines the programs developed by WSA to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

The following guidelines are provided to you as a guide to employment-related policies that currently exist and does not serve as an employment contract. Except for the at-will employment policies, all policies are subject to change and may be changed from time to time, at WSA's discretion. Employees will be notified of such changes to the Handbook as they occur. After publication of changes, your continued employment will signify your acceptance of the policy change(s).

ABOUT US

IDENTITY

The WSA Board serves as the governing board for the regional workforce system, a network of service providers and contractors that brings people and jobs together. We represent the taxpayers of the 13-county Alamo region. Our membership reflects the diverse constituencies of the regional community: business, economic development, education, labor, community organizations, and government.

MISSION

Working to Strengthen the Alamo Regional Economy by growing and connecting talent pipeline to **Employers.**

Commented [KS6]: Changed from Employees to Employer

VISION

Workforce Solutions Alamo strives to lead the most integrated community workforce in the nation.

CORE VALUES

The WSA Board embraces the values of **integrity, excellence, innovation, collaboration, and accountability.**

Commented [KS7]: Changed order to correspond with Team Behaviors

SERVICE AREA

WSA serves the **counties** of Atascosa, Bandera, Bexar, Comal, Frio, Gillespie, Guadalupe, Karnes, Kendall, Kerr, McMullen, Medina and Wilson.

SECTION I - GENERAL PROVISIONS

1.1 DEFINITIONS

Words in **this** Handbook have the following meanings:

Commented [KS8]: Grammar changed

Applicable Law: federal, state, and local laws and regulations, guidelines, and executive orders, as amended or rectified from time to time, that affect employees and govern the operation of WSA, including, but not limited to: Equal Employment Opportunity Act, Family and Medical Leave Act, Occupational Safety and Health Act, Davis-Bacon Act, Uniformed Services Employment and Reemployment Rights Act, Rehabilitation Act of 1973, Walsh-Healy Act, Whistleblower Protection provisions; Workforce Investment Opportunity Act, Civil Rights Act, Age Discrimination in Employment Act, Americans with Disabilities Act, Equal Pay Act and similar laws.

Board: Board of WSA.

CEO: The Chief Executive Officer **engaged** by the Board from time to time, or his designee to handle specific matters.

Commented [KS9]: Not sure if this is the best word to use, maybe ok

COBRA: Consolidated Omnibus Budget Reconciliation Act.

Director: **The** direct supervisor of an employee at WSA.

Commented [KS10]: Changed Grammar

Drug: the term “drug” includes alcoholic beverages; inhalants; illegal substances; “designer” drugs; controlled substances which are used without prescriptions, used unlawfully, and/or not taken in accordance with the prescription given to the employee; and non-prescription drugs or medicines which are abused. By way of example only, “drugs” includes narcotics, marijuana, hashish, cocaine, diet pills, tranquilizers, and hallucinogens.

Exempt: An employee who is not subject to the minimum wage and overtime provisions of Applicable Law and meets the three-part required test by the Department of Labor; generally, does not receive overtime pay for work performed in excess of forty (40) hours in a workweek.

Full-time Employment: Employment of an individual for **thirty two (32) hours or more** in a workweek.

Commented [KS11]: Your policy states that employees that work 32 hours or more are eligible for full time benefits. Most companies consider employees that work 32+ hours as full time

Grievance: a **claim** by an employee that a violation has occurred relating to employment.

Commented [KS12]: Added verbal or written

Handbook: The Employee Policy of WSA as may be amended from time to time.

HR: the director of **Human Resources** at WSA, who also serves as the Equal Opportunity officer.

Commented [KS13]: Changed from Human Relations to Human Resources

HR-Forms: forms, applications, and other documents provided to employee by WSA.

Non-Classified Employee: a staff employee whose position entails significant administrative or professional duties and **whose** title is not included in the classified pay plan.

Commented [KS14]: Changed grammar

Non-Exempt: an employee who, because of his/her position duties, is covered under the overtime provisions of Applicable Law and, therefore, must receive overtime pay for work performed in excess of the forty (40) hours in a workweek.

Overtime: time worked by a non-exempt employee in excess of forty (40) hours in a workweek.

PAN: **It is a form to be filled out for any personnel action that will take place, such as new hire, rehire, salary change, transfer, reclassification, promotion, employment status or termination.**

Commented [KS15]: Added further definition

TWC: Texas Workforce Commission.

USERRA: **Uniformed** Services Employment & Reemployment Rights Act.

Commented [KS16]: Grammar corrected

WSA: Alamo Workforce Development, Inc., d/b/a Workforce Solutions Alamo.

1.2 EMPLOYMENT AT-WILL

1.2.1 All employees, except for the CEO, who is under a signed employment contract, are employed on an at-will basis. This means that you or WSA may terminate your employment relationship at any time, with or without notice and with or without cause or reason. At all times, employees shall remain as at-will employees throughout their employment with WSA.

1.2.2 This Handbook provides specific information on the regulations governing all employees. While strict compliance with these provisions is required, WSA understands that from time to time exceptions or modifications may be warranted. Approval must be provided by the CEO for any exceptions. If there are violations of provisions of this Handbook, HR and the CEO will decide on appropriate action, including, but not limited to, termination of employment.

Commented [KS17]: Changed grammar

1.2.3 WSA's Handbook, guidelines and policies are not contracts and nothing in them should be interpreted or given the effect of a promise, guarantee, or contract. With the exception of this at-will policy, all of the agency's policies, guidelines, benefits, personnel procedures, practices, and Handbook provisions are subject to change, modification, exceptions, deletion, or supplementation at the sole and exclusive discretion of WSA at any time, with or without notice or reason.

1.2.4 Any statements contained in this employee handbook, employment applications, representations, recruiting materials, applications, memoranda or policies, cannot modify the at-will status of an employee or any other materials provided to employees or applicants. None of these documents, whether singly or combined, will create any expressed or implied contract concerning any terms or conditions of employment.

1.3 EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

WSA is an Equal Opportunity Employer. We are committed to providing equal opportunity without regard to race, color, gender, sexual orientation, equal pay, retaliation, sex, sexual harassment, religion, national origin, age, disability, genetic information, marital status, pregnancy, political affiliation or belief, military/veteran status, or any other factor protected by law. This equal employment opportunity policy applies to all areas of employment including, but not limited to, recruiting, hiring, training, promotion, transfer, compensation, benefits, advancement, discipline, layoff, termination and other terms and conditions of employment.

1.3.1 WSA conforms to all Applicable Law and provides equal employment opportunity in all employment and employee relations.

Commented [KS18]: Grammar corrected

1.3.2 WSA cooperates with agencies responsible for the enforcement of state and federal laws, executive orders, court rulings, and other regulations dealing with unlawful discriminatory practices related to employment.

1.3.3 WSA investigates all charges of alleged discrimination in employment and informs the general public and WSA employees of their rights regarding equal employment opportunity. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action up to and including termination of employment.

1.3.4 It is the responsibility of all WSA managers, supervisors, and employees to conform to both the letter and spirit of such executive orders as may be enforced from time to time and all related civil rights orders and laws.

Commented [KS19]: Grammar corrected

1.4 HARASSMENT AND/OR DISCRIMINATION

WE DO NOT TOLERATE HARASSMENT, DISCRIMINATION OR RETALIATION BASED ON GENDER, RACE, COLOR, AGE, NATIONAL ORIGIN, RELIGION, POLITICAL AFFILIATION OR BELIEF, DISABILITY, GENETIC INFORMATION, OR ANY OTHER BIAS PROTECTED BY APPLICABLE LAW.

Commented [KS20]: Grammar corrected

1.4.1. Summary of policy. WSA is committed to maintaining a work environment characterized by respect, courtesy, dignity and professionalism. Therefore, WSA strictly prohibits and will not tolerate any harassment of an employee or any inappropriate behavior. The prohibitions against harassment apply not only to WSA employees, supervisors, and offices, but also to vendors, customers, and others with whom the agency does business. In other words, WSA will not tolerate any harassment of its employees by anyone.

Commented [KS21]: Recommend take out in other words

1.4.1.1 To maintain a positive work environment for all WSA employees, we ask that you immediately report any conduct or words that violate our policies, regardless of whether they are directed at you or someone else. Since WSA will not tolerate anyone engaging in harassment, discrimination, retaliation or inappropriate conduct toward our employees, we ask that you report the misconduct, regardless of whether it is by an employee, manager, vendor, customer, or anyone else doing business with WSA.

Commented [KS22]: Grammar

1.4.1.2 Upon receiving a report of this nature, Workforce Solutions Alamo will promptly investigate the matter and take a prompt remedial action, as may be appropriate. Anyone working at WSA who is found to have violated these policies will receive appropriate corrective action, including discipline, up to and including **termination**.

Commented [KS23]: Consider using termination instead of discharge

1.4.1.3 We strongly encourage the reporting of misconduct. No one will be retaliated against in any manner for making valid reports in good faith. Every employee, manager and supervisor have the responsibility of reporting any conduct or words, which violate WSA's policies against unlawful harassment (sexual or otherwise), discrimination, retaliation or inappropriate conduct.

1.4.1.4 A more detailed explanation of our policies, the types of prohibited misconduct, and the possible avenues for reporting violations of the policies, follow:

1.4.1.4.1 Prohibited Conduct and Words. It is not feasible to list all the types of behavior, misconduct, and comments that violate policy and could subject an employee to discipline, including discharge. The following are examples of misconduct, which are strictly prohibited.

1.4.1.4.2 Sexual harassment will not be tolerated. Sexual harassment includes, but is not limited to comments or behavior related to gender which are insulting, offensive, degrading, or disparaging, or other unwelcome physical or verbal conduct of a sexual nature where:

1.4.1.4.2.1 Submission to such conduct is either an expressed or implied term or condition of employment; or

1.4.1.4.2.2 Submission to or rejection of such conduct is used as the basis for an employment decision affecting the harassed person; or

1.4.1.4.2.3 The conduct has the purpose or effect of unreasonably interfering with an affected person's work performance or creating an intimidating, hostile, or offensive work environment.

1.4.1.4.3 Examples of sexual harassment that violate our policies include: unwelcome or uninvited sexual advances, requests for sexual favors, suggestive remarks, touching or physical contact, flirting, comments about any individual's body, questions of a personal or sexual nature; sexually related jokes, comments or wisecracks, stalking, attempts to initiate a personal relationship, displays or circulation of sexually suggestive or offensive graphics, pictures or other material; invitations to meals, requests for dates, etc., and other words or actions. Our policies prohibit harassment regardless of whether the words or conduct are directed at the same sex or the opposite sex as the person engaging on the conduct or comments.

1.4.1.4.4 Other kinds of prohibited harassment. WSA strictly prohibits and will not tolerate any kind of comments, statements, innuendoes, slurs, nicknames, derogatory comments, jokes, pranks, circulation or posting of pictures or other materials, or other verbal or physical conduct that are/is in any manner related to sex, pregnancy, race, ethnic or national origin, religion, color, citizenship, culture, gender, marital status, veteran status, age, disability, and/or any other factor protected by law.

1.4.1.4.5 Inappropriate Behavior. WSA strictly prohibits comments or conduct that is insulting, disrespectful, bothersome, offensive, annoying or degrading, even though the words or conduct may not constitute "sexual harassment" or other prohibited harassment. Examples of behavior include violating someone's privacy with personal questions or conduct, rudeness, yelling, ridiculing individuals, disclosing personal or medical information, unprofessional behavior, intimidation, disrespectful behavior, name-calling, using inappropriate nicknames or descriptions to

refer to persons, annoying others with teasing, practical jokes, mischief, or other behavior.

1.4.1.4.6 Retaliation is Prohibited. WSA strictly prohibits unlawful retaliation against anyone who has reported any violation of our policies; made any objection to any discriminatory or retaliatory act, or participated in any investigation, whether as a witness, provider of information, or a complainant.

1.4.1.5 Policy Applies to All Communications. WSA's email system, internet access system, other elements of its information technology system and communications facilities, intra-office mail, voice mail, and all other means of communication are subject to WSA's harassment and discrimination policies. WSA expressly prohibits the use of email, Internet or other means to transmit, view, access, or receive lewd, offensive, discriminatory, harassing or inappropriate messages, images, or other materials. Screen savers on computers, mobile devices as well as all other images and messages on technology devices, must be appropriate for a business environment and conform to WSA's policies.

Commented [KS24]: Grammar corrected

Commented [KS25]: Added updated language / terminology by adding mobile and technology devices

1.4.2 How to report Violations of Harassment, Discrimination, and Retaliation

1.4.2.1 Ways to make a report: WSA strongly encourages employees to report any conduct or words that violate policy. If you believe that you or any other employee has been subjected to any verbal or physical conduct that violates our policies prohibiting harassment (sexual or otherwise), discrimination, retaliation or inappropriate conduct, report it immediately to the CEO or his/her WSA assures you that there will not be any unlawful retaliation or reprisal for making a valid report. The following are possible avenues for making a report or complaint of harassment (sexual or otherwise), discrimination, retaliation or inappropriate conduct or words.

Commented [KS26]: Added report to CEO or his/her designee

1.4.2.2 Generally, the report of misconduct could be made to HR. However, if for any reason you feel it would not be appropriate or effective to report it to HR (for example, if unavailable, not objective, a participant in the issue to be reported, or for any other reason), you should make the report to CEO.

1.4.2.3 Exercising rights under this policy, does not in any way preclude your right as an employee to seek relief through the TWC Civil Rights Division, the Equal Opportunity Commission, or in a court of proper jurisdiction for any complaint for which a remedy is provided under Applicable Law.

1.4.3 Investigation of the Complaint. After a report or complaint has been received, WSA will assign an appropriate person to immediately begin investigating the complaint. The investigators may vary depending on the circumstances and the nature of the allegations. WSA provides an anonymous Hotline to report concerns. In order to facilitate the investigation, you may be asked to submit your complaint in a written form, which gives details and specific information concerning the harassment.

1.4.3.1 WSA reserves the right to place an employee on Investigatory Administrative Leave, with pay, during the period of investigation.

1.4.3.2 After the investigation is completed, WSA will provide you with a verbal summary of its determination. If the complaint is substantiated, WSA will take appropriate prompt, remedial action to correct the situation, and you will be notified that action has been taken. Individuals determined to have violated any of our policies prohibiting harassment, discrimination, or inappropriate behavior will be subject to disciplinary actions up to and including termination.

1.4.4 Report Any Additional Issues that Arise. So that they may also be investigated and appropriately addressed, you should immediately report any additional or later issues, problems, or concerns that may arise to the investigator or as outlined above. Other matters that should be reported include:

1.4.4.1 Any concern you may have that not enough is being done to address or resolve your complaint.

1.4.4.2 Any new or other harassment, discrimination or retaliation that has occurred.

1.4.4.3 Any concern you may have that the investigation was not properly done or that the remedial action taken was not enough.

1.4.4.4 Any violations of these policies that continue despite the remedial action undertaken by WSA.

1.4.4.5 Any circumstances, events, or words you believe are retaliation; and/or

1.4.4.6 Any other concerns or issues you might have.

1.4.5 No Retaliation. Since WSA prohibits retaliation against anyone for making bona fide reports of harassment, misconduct, discrimination or other inappropriate conduct, we emphatically request that all violations of our policies be reported immediately. WSA will not tolerate any retaliation against anyone for having brought forth a complaint of sexual harassment, inappropriate behavior, any other kind of harassment, or discrimination in good faith. WSA also prohibits retaliation against anyone who may have provided information or acted as a witness during an investigation, or has otherwise participated in an investigation, or engaged in any protected activity.

Commented [KS27]: Changed wording. You can't assure that there will be no retaliation, but you can address retaliation

1.4.6 Confidential Records Maintenance. WSA maintains all records generated by a complaint of equal opportunity and /or retaliation in a secure and confidential manner in the HR office, in an accordance with Applicable Law.

1.4.7 The notice, Equal Opportunity is the Law, is posted at WSA (bulletin boards and website).

1.5 DRUGS AND ALCOHOL

1.5.1 **Statement of Purpose and Scope.** WSA strives to provide a safe, healthful, and drug/alcohol free workplace that supports the level of productivity and quality necessary to meet the needs of our business. Also, WSA recognizes that alcohol and drug abuse in the workplace has become a major concern throughout the nation and the state, which creates a serious negative impact on

employees and their jobs. Therefore, we are committed to the principle of a drug and alcohol-free workplace and have implemented these policies to facilitate reaching that goal.

1.5.2 Our objective is to provide a safe and healthy workplace for all employees, improve productivity, and prevent accidents. Through this policy, it is also our intent to inform our employees of the dangers of drug and alcohol abuse in the workplace and to advise them of the penalties that may be imposed for violations of our drug and alcohol abuse policies. All employees are required to comply with these policies as a condition of continued employment.

1.5.3 WSA reserves the right to conduct medical tests of employee's urine, hair, or blood to validate compliance with the policy, in the interest of maintaining a safe workplace. Such testing will be conducted prior to employment, at a time when behavior indicates a reasonable suspicion that the employee may be under the influence of drugs or alcohol and, when an employee has been involved in an on-the-job accident or injury under circumstances that suggest possible use of drugs and/or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the individual who was injured, but also any employee who potentially contributed to the accident or injury in any way.

Commented [KS28]: Will testing be ordinarily conducted or always conducted prior to employment?

Commented [KS29]: Add alcohol

The presence of any detectable amount of prohibited substance in the employee's system while at work, while on the premises of the company or its clients, or while on company business is strictly prohibited.

1.5.4 Requirements and Prohibitions. In keeping with our commitment to prohibit drugs and/or alcohol in the workplace, WSA expects its employees to adhere to the following rules and policies:

Commented [KS30]: Add alcohol

1.5.4.1 Employees must comply with all applicable laws whenever working or conducting WSA business, using a personal or leased vehicle while on agency business, when representing Workforce Solutions Alamo, or when present on WSA property.

1.5.4.2 Employees shall not use, sell, transfer, manufacture, distribute, dispense, consume, or possess "Drugs" in any of the following circumstances or places:

1.5.4.2.1 on WSA property;

1.5.4.2.2 when working, traveling on business, or representing WSA, and

1.5.4.2.3 when operating WSA vehicles or driving in connection with their employment.

1.5.5.3 Employees shall not report to work, perform work, represent WSA, operate WSA vehicles, operate their own vehicles while working, or be present on WSA property while they are under the influence of Drugs.

1.5.5.4 WSA will conduct drug testing if it appears that an employee may be under the influence of Drugs or alcohol, including but not limited to the following circumstances: evidence of Drugs or alcohol on or about the employee's person or in the employee's vicinity; unusual conduct on the part of the employee that suggests impairment or influence of Drugs or alcohol; negative performance patterns or excessive and unexplained absenteeism or tardiness.

1.5.5.5 Employees shall immediately advise HR if convicted (including any plea of no contest, receipt of deferred adjudication or probation, or other similar proceeding) of any crime involving the sale, possession, transportation, or use of illegal drugs, controlled substances or other drugs.

1.5.5.6 If an employee is tested for Drugs or alcohol outside of the workplace and the results indicate a violation of this policy, the employee may be subject to appropriate disciplinary action, up to and including **termination** from employment.

In such case, the employee will be given the opportunity to explain the circumstances prior to any final employment action being taken.

1.5.5.7 Any employee who refuses to submit drug testing or to a search after fair warning will be subject to immediate termination.

1.5.5 Prescription Medication. If prescription medication results in your inability to perform the essential functions of your job safely and/or effectively, notify your supervisor (with a minimum of medical or specific details) so that appropriate safety precautions and/or reasonable accommodations can be explored. WSA complies with the Applicable Law and will provide reasonable accommodation.

1.5.6 WSA reserves the right to inspect all property (desks, file drawers, bookcases, lunch boxes, purses, vehicles, etc.) that is on WSA premises, to determine whether Drugs prohibited by this policy are present. WSA will conduct such searches whenever it has reason to believe that this policy has been violated.

Commented [KS31]: Use termination instead of discharge for consistency

1.6 CONFIDENTIAL INFORMATION

1.6.1 WSA is committed to conducting its business in an open and forthright manner. As part of this commitment, we regularly inform our customers, the community, and other concerned groups about certain aspects of our operations. At the same time, we are entrusted with maintaining the confidentiality of important information about our customers, contractors, our employees, and proprietary information about our plans, procurements, and systems.

1.6.2 While employed at WSA, you may have access to information about our customers, operations, plans, or other employees. You must be alert to the sensitivity of this information and protect against its unauthorized or inappropriate disclosure, both on and off the job and during and after employment with WSA. A seemingly innocent remark or a careless action may cause WSA to suffer a loss in employee and public confidence and may also have legal implications.

1.6.3 You must be knowledgeable of and carefully follow all procedures related to:

1.6.3.1 Use of computer hardware and software and the safeguarding of computer information.

1.6.3.2 Proper storage, reproduction, distribution, and disposal of WSA information.

1.6.3.3 The appropriate release of privileged information about WSA, our customers, and employees.

1.6.3.4 Encryption of documents containing personal identity data, such as Social Security numbers, addresses, phone numbers, and dates of birth via email.

1.6.4 It is the policy of WSA that the CEO **authorizes/approves** all communication of nonpublic information in advance, whether oral or written. Non-public information includes any information that has not previously been released to the public by WSA through a press release.

Commented [KS32]: Grammar correction

1.6.5 Employees violating this policy shall be subject to appropriate discipline, up to and including termination of employment.

1.7 EMPLOYEES WITH DISABILITIES

WSA is committed to complying with Applicable Law and will provide reasonable accommodations to qualified applicants and employees who seek accommodation.

1.7.1 Definitions:

1.7.1.1 Disability - has a physical or mental impairment that substantially limits or significantly restricts one or more major life activities, including but not limited to:

1.7.1.1.1 Major life activities - caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working, and

1.7.1.1.2 The operation of major bodily functions including, but not limited to physical and/or mental impairment to include psychological disorders, cosmetic disfigurement and anatomical loss, effecting one of the bodily functions: neurological, musculoskeletal, special sense organs, respiratory (including speech), cardiovascular, reproductive, digestive, genitourinary, immune, circulatory, blood and lymphatic, skin, and endocrine systems.

1.7.1.1.2.1 Mental or psychological disorders include: intellectual disability, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

1.7.1.2 Record of such an impairment- history of one that is episodic or in remission may meet the definition when active;

1.7.1.3 Direct threat – a significant risk to the health and safety of the individual or others in the workplace, requiring accommodation;

1.7.1.4 A qualified individual is someone who has the necessary skill, work experience, education, training, licensing or certification, or other job-related requirements of the position to perform the essential functions of the job, with or without accommodation;

1.7.1.5 Essential job functions – job activities, determined by the agency, that are core to job performance and cannot be modified;

1.7.1.6 Reasonable accommodation - any change to the work environment, such as job restructuring, part time or modified work schedules, telecommuting, reassignment to a vacant position, acquisition or modification of equipment or devices, and other such modifications;

1.7.1.7 Undue hardship – any action taken by the agency that would require significant difficulty or expense. Factors to consider would be the nature or cost of the accommodation, the overall financial resources of the employer and the impact on the workplace facility and agency operations.

1.7.2 WSA is committed to ensuring equal employment opportunities for qualified persons with disabilities. The agency will accommodate employees or qualified applicants, by making reasonable changes in the work environment if the changes do not pose an undue hardship on WSA, alter the essential functions of the job, or pose a direct threat to the individual or to others in the workplace.

1.7.2.1 Employees must comply with safety standards. Anyone who would pose a direct threat to themselves or others in the workplace will be placed on appropriate leave until an agency decision is made regarding the immediate employment situation.

Commented [KS33]: Grammar correction

1.7.2.2 Employees are asked to notify their supervisors and HR for assistance when the need for accommodation arises.

1.7.2.3 Individuals currently using illegal drugs are excluded from accommodation under this policy.

Employees are encouraged to seek assistance before alcohol or drug problems become a problem. In that regard, WSA will make reasonable efforts to accommodate employees who voluntarily seek assistance for a drug or alcohol problem. However, the employee must:

- Immediately discontinue use of drugs and alcohol that would be in violation of this policy.
- Consistently participate in the rehabilitation program and comply with recommendations made by the rehabilitation program.
- Maintain good attendance, behavior, job performance, quality and safety.
- This request must be made prior to a notification for testing or recommendation for termination for any reason.
- WSA may require the employee to undergo additional substance abuse testing during the time period that the employee is participating in a rehabilitation program and continuing for two years following completion.

To comply with this policy, employees immediately agree to the following actions and statements:

Commented [KS34]: Changed the wording of the statement

- Complete a drug / alcohol test as directed by WSA.
- Contact our Employee Assistance Program for direction and enroll in a Substance Abuse Treatment Program as designated by the EAP.
- Discontinue use of drugs / alcohol in violation of WSA policy.

Employees agree that their continued employment with WSA is dependent on their successful completion of a Substance Abuse Treatment Program and continued

cooperation with our Drug and Alcohol Policy. If during the duration of this Agreement, If an Employee violates the requirements and conditions of the EAP, Substance Treatment Program, WSA Drug and Alcohol Policy including refusal to submit to a drug test, The Employee understands that they would face a termination review and be subject to possible termination from WSA.

1.7.2.4 HR is responsible for this policy implementation and, in consultation with senior management, will facilitate the resolution of reasonable accommodation, safety/direct threat, and undue hardship matters.

1.8 CUSTOMER RELATIONS

1.8.1 Customers are among WSA's most valuable assets. Every employee represents WSA to our customers and to the general public. Our job performance presents an image of our entire organization. Therefore, a major business priority is to assist any customer or potential customer. Nothing is more important than being courteous, friendly, helpful, and prompt in the attention given to internal and external customers.

1.8.2 Our personal contact with the public, our manners on the telephone, and the communications we send to customers and fellow employees are a reflection not only of ourselves, but also of the professionalism of WSA. Positive customer relations not only enhance the public's perception or image of WSA, but also pay off in greater employee loyalty and increased efficiency in our processes.

1.8.3 It is the policy of WSA to provide equal employment opportunity to applicants and employees and to assist employees and members of the general public, who have a disability, by providing reasonable accommodation, as appropriate, in employment, the application for employment, services, training, programs, and activities.

1.9 OPEN COMMUNICATION

WSA firmly believes that the best way to further its business goals and to enhance teamwork is to maintain **candid** and open communication with its employees. Experience has shown that the first step toward resolving a problem is to talk about it **candidly** and openly, in the appropriate setting. We strongly encourage such discussions. To enhance communications with our employees, we have established what we refer to as open communication.

1.9.1 At any time you have a question, problem, concern or suggestion regarding your job or working conditions, we encourage you to speak with your **Director, or HR.**

Commented [KS35]: Changed from frank to candid

Commented [KS36]: Changed from frankly to candidly

Commented [KS37]: Added manager and supervisor

1.9.2 You will also find that, from time to time, your supervisor or manager will initiate discussions about employment-related issues or business matters with you individually or within a group setting. You may direct questions about policy issues or fair treatment to HR for discussion and interpretation.

Commented [KS38]: Changed grammar

1.9.3 HR will set these meetings as quickly as possible, and employees are expected to understand that their issues/concerns may not be addressed at the time they arise.

1.9.4 Staff members should be able to discuss their concerns without fear of retaliation. Open communication and early problem resolution aid in maintaining an amiable and productive workplace environment.

1.10 EQUAL OPPORTUNITY OFFICER

1.10.1 WSA's CEO has designated HR as its EO Officer. The EO Officer is responsible for Equal Opportunity and Non-Discrimination Requirements and Complaints as they pertain to the Board and its service providers. Any Equal Employment Opportunity complaints should be directed to HR.

It is against the law for this recipient of Federal financial assistance to discriminate on the following bases: against any individual in the United States, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency, age, disability, political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of the Workforce Innovation Opportunity Act of 1998 (WIOA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIOA Title I-financially assisted program or activity.

The recipient must not illegally discriminate in any of the following areas: deciding who will be admitted, or have access, to any WIOA Title I- financially assisted program or activity; providing opportunities in, or treating any person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity.

Commented [KS39]: Added additional EO statements for those entities receiving federal financial assistance and that are operating WIOA programs.

1.11 VIOLENCE IN THE WORKPLACE

It is the goal of WSA to promote a safe, respectful, and productive work environment. To this end, WSA will not tolerate, condone or ignore threats, stalking, abusive behavior, or acts of violence, as described in this policy.

Commented [KS40]: Grammar change, threat was mentioned twice

1.11.1 Each department supervisor, manager, and employee are responsible for keeping the workplace free of harassment, intimidation and/or violence.

1.11.2 Behavior prohibited by this policy include any acts, words, omissions or actions by employees or non-employees, such as vendors, job applicants, visitors, spouses, or others who are actually or potentially intimidating, hostile, destructive, disruptive, threatening, or violent behavior regardless of whether directed against any employee, the employee him/herself, others, WSA property, or property belonging to others.

1.11.3 This prohibition includes all WSA premises, activities, work areas, and WSA sponsored events.

1.11.4 No form of intimidating, threatening, or violent behavior will be tolerated. Such behavior includes but is not limited to:

1.11.4.1 Intimidating or hostile behavior includes language or action that disrupts the work environment, causes undue emotional distress to another, or creates a reasonable fear of injury to a person.

1.11.4.2 Threatening behavior includes physical actions without physical contact or injury, and general or implied threats to people or property.

1.11.4.3 Violent behavior includes any physical assault with or without weapons, throwing objects, destroying property, specific or expressed threats to inflict harm to people or destruction of property, and other conduct which appears to pose a threat of injury to persons or property.

1.11.4.4 Behavior, words, or other conduct, which is self-destructive or potentially harmful to the employee him/herself and/or others.

1.11.5 Any person who experiences, observes or has knowledge of actual or threatened workplace harassment or violence has a responsibility to report the situation to a member of management or to HR as soon as possible.

1.11.6 All reports of workplace harassment, intimidation or violence will be investigated promptly and impartially. Employees are required to cooperate in any investigation. A timely resolution of each report should be reached and communicated to all parties involved as soon as possible.

1.11.7 Any form of retaliation against employees for making bona fide reports concerning workplace harassment or violence is prohibited; therefore, such retaliation must be reported.

1.11.8 Employees who are victims of domestic or non-work-related violence, or who believe they are potentially victims of such violence, and fear it may enter the workplace, are encouraged to promptly notify the CEO and HR.

1.11.9 Those who believe they are victims of harassment or violence, whether workplace or non-work related, may also contact WSA's Employee Assistance Plan (EAP) to obtain advice in dealing with the situation.

1.11.10 Violations of this policy will lead to corrective action, up to and including termination and/or referral to the appropriate law enforcement agencies for arrest and prosecution. WSA reserves the right to take any necessary legal action to protect its employees.

1.12 ETHICS AND CONFLICTS OF INTEREST

Employees are expected to use good judgment, adhere to high ethical standards, and to avoid situations that create an actual or perceived conflict between their own personal interests and those of WSA.

1.12.1 Therefore, WSA prohibits its employees from engaging in any activity, practice, or act which conflicts with, or appears to conflict with the interests of WSA. Such activity is influenced by considerations of one or more of the following: gain to the employee, entity, or organization in which the employee, his/her parent, child, adopted child, or spouse has employment interest, substantial financial interest, or other interest that influences the employee's ability to perform his or her job duties and responsibilities.

1.12.2 The prohibitions included in this policy are not exhaustive and serve as examples.

1.12.2.1 Employees are not to engage, directly or indirectly, **in** any conduct which is disloyal, disruptive, competitive, or damaging to WSA.

1.12.2.2 Employees and their immediate families are not to accept gifts, except those of nominal value (\$25.00 or less), money, or any other item of value from any person or group doing, or seeking to do or doing, business with WSA.

1.12.2.3 Employees are not to give, offer, or promise, directly or indirectly, anything of value, including services outside the ordinary course of business, to any customer, vendor, relative, potential customer, or any other person or entity.

1.12.2.4 WSA's operational strategies and business decisions are confidential. Employees are not to disclose inside, confidential, or proprietary information to anyone, whether inside or outside the organization, who does not have a legitimate need to know.

Commented [KS41]: Grammar correction

1.12.2.5 Employees are not to hold any positions with any entity doing business or seeking to do business with WSA.

1.12.2.6 Employees must refrain from engaging in any conduct, which either creates or appears to create a conflict of interest with WSA.

1.12.2.7 Misusing any confidential or proprietary information or violating policies on such information.

1.12.3 Employees have an obligation to avoid conflicts of interest and to refer such questions and concerns about potential conflicts to their supervisor or HR.

1.12.4 Violation of any of the foregoing policies could result in disciplinary action up to and including termination of employment. WSA has sole discretion to determine where a conflict of interest exists. Should you have any questions or doubts about the interpretation or applicability of any of these policies to yourself or others, contact HR.

SECTION II - EMPLOYMENT

2.1 CLASSIFICATION AND CATEGORIES OF EMPLOYEES

Employees of WSA are classified as either "exempt" or "non-exempt" according to the provisions of Applicable Law. Classification is based on the nature of the job duties, responsibilities, and compensation in accordance with Applicable Law.

2.1.1 Non-exempt (hourly) employees enjoy full coverage under Applicable Law and receive pay for overtime work. They report hours, according to current practice, for bi-weekly payment.

2.1.2 Exempt employees are salaried and meet the other criteria for exempt status under Applicable Law. They do not receive overtime pay. The emphasis is not on the exact number of hours they work, but on the results they produce, i.e. project completion or appropriate management of their departments.

2.1.3 Within these two classifications, WSA employees are grouped by employment status:

2.1.3.1 Regular Full-time Employees: These employees have successfully completed an introductory period of employment and are regularly scheduled to work 32 hours or more per week.

2.1.3.2 Regular Part-time Employees: These employees have successfully completed an introductory period and are regularly scheduled to work at least 20 but less than 40 hours per week.

2.1.3.3 Temporary Employees: Occasionally an employee will be hired for a short time to complete a project or fill a vacancy until a regular employee is hired or returns to work. Temporary employees seldom work for more than three months and are not eligible for regular employee benefits.

2.1.4 Independent Contractors: From time to time, WSA may engage an independent third party to provide services for a project and/or for a limited period. These independent third parties are self-employed; are responsible for their own taxes and expenses; are not subject to an employer's direction and control; have the opportunity for profit and loss; and are not WSA employees for any purpose. Consequently, such independent contractors are not eligible to receive and do not receive any of WSA's employment benefits.

Commented [KS42]:

Commented [KS43]: Should regular full time be 32+ hours or more?

2.2 APPLICATION FOR EMPLOYMENT AND BACKGROUND INVESTIGATION

WSA requires that any person interested in being employed by this agency must first complete an application for employment and all supplemental documents, as required. Forms are provided by HR for many of the operating rules for employees in this Handbook, including requests, reimbursements, applications, and grievances. These forms must be completed in full before any action can be taken by WSA.

Commented [KS44]: Not sure that you need this statement. This could be in SOP or just for supervisor's information

2.2.1 Applications are accepted only for current positions available. An employment application must be submitted for each vacancy. The application must be complete, and all the questions must be answered. Any skills, education, licenses, etc. required for the position must also be included with the application to ensure that the applicant meets minimum qualifications for the position. HR and the hiring managers will screen applications to ensure that applicants meet the minimum qualifications for the open position.

2.2.1.1 WSA has no obligation or practice of utilizing or referring to the applications in connection with vacancies that occur after the filling of the vacancy for which the application was submitted but does retain applications, on file, to meet statutory regulations.

2.2.2 All WSA employees must be legally authorized or eligible to work in the United States as provided by Applicable Law.

Commented [KS45]: This applies to employees not applicants. Applicants can still apply. Maybe consider changing.

2.2.3 All WSA employees are required to have a valid Social Security number.

2.2.4 Qualification for employment - In making its hiring decisions, WSA relies on the qualifications, work history, experience, achievements, attributes and other information described and provided (directly or indirectly) to WSA, its recruiters, interviewers, or others during the application and hiring process (e.g. resume, application form, interviews, correspondence, and other materials and information). Therefore, if at any time WSA discovers a misrepresentation, omission, misstatement, or other inaccuracy, intentional or unintentional, in any of the information provided, employees will be subject to immediate termination if WSA, in its sole discretion, determines the misrepresentation, omission, misstatement, or inaccuracy was not negligible

Commented [KS46]: Termination vs discharge

2.2.4.1 Job Qualification Review – the agency will review the appropriateness of all job qualifications annually in conformance with requirements of Applicable Law to ensure that job qualifications do not exclude disabled individuals because of their handicaps, are related to the performance of the job, and are consistent with business necessity and safe performance.

2.2.5 Background Investigation – To assure that WSA hires qualified employees to meet the various requirements for carrying out its mission and goals, it conducts verification of previous employment, background investigations, and drug

screening through a third party, and through a federal credit reporting agency. The following screening is sought, with disclosure to the applicant/employee:

Commented [KS47]: Grammar correction

2.2.5.1 Credit history - for fiscal and procurement positions

2.2.5.2 State and county criminal history with social security number trace - for all

2.2.5.3 Education verification if a degree is required for the position

2.2.5.4 Drug test for all (urine drug testing must be completed within 24 hours of receiving chain of custody forms for continued consideration for employment); applicant must present chain of custody form and picture ID at the lab.

2.2.5.5 If WSA were to take adverse action as a result of the findings of the investigation completed by a third party, it will provide the applicant/employee with a copy of the applicant's rights under Applicable Law. This affords the applicant an opportunity to dispute information believed to be inaccurate with the third-party agency and for that reporting agency to re-investigate and remedy inaccuracies, if appropriate. Adverse action is defined as denial of employment or any other decision for employment purposes that adversely affects any current or prospective employee.

2.3 JOB POSTING AND APPLICATION PROCESS

HR is responsible for the development and posting of appropriate job descriptions. An open position, whether it is a replacement position or a new one, will be first posted in-house for five (5) working days.

New positions are created through the following procedure: Supervisors who require the creation of a new job are to discuss the need for the job and its related duties and responsibilities with their Director. The request for approval of new jobs is to proceed up through increasingly higher levels of supervision until it reaches a supervisory level that reports directly to the CEO.

2.3.1 Any WSA employee, who is not in an introductory period, performance probation, suspension, or pending disciplinary action, may apply for any open position for which he/she is interested and qualified. After an in-house posting, WSA may elect to contact outside sources to identify and attract additional candidates for consideration. WSA may determine, at its sole discretion, that it is more appropriate to seek external candidates without posting in-house or to seek outside candidates simultaneously with its in-house posting.

Commented [KS48]:

2.3.2 All applicants, both internal and external, must complete an application for employment. HR will review applications to ensure they meet minimum qualifications. Only applicants meeting minimum requirements of the position will be considered.

2.3.3.1 **Non-management** employees who resigned with at least a two weeks' notice, management employees who resigned with at least a four weeks' notice or were released by WSA under favorable conditions shall be eligible for rehire.

Commented [KS49]: Added the word Non-management employees for clarity

2.3.3.2 After the screening process, the hiring managers and HR will initiate the interview process. Candidates, either internal or external, are required to be interviewed before being offered a position.

2.3.3.3 Vacancies will be filled based on WSA's assessment of which candidate best meets the needs of the organization for the position, utilizing such factors as: merit, qualifications, potential for career growth, adaptability, ability to learn or perform the essential functions of the job, and/or other factors it deems appropriate.

2.3.3.4 Any applicant recommended to fill a vacancy must have received the recommendation based on his/her qualifications and ability.

2.3.4 Interim appointments. WSA may determine it is in the best interests of WSA to appoint an Interim to immediately fill that vacated position.

2.3.4.1 The word Interim will be added to the beginning title of the position.

2.3.4.2 There is no guarantee that the Interim will automatically assume the position on a full-time permanent basis. The position the Interim is temporarily filling will be posted per WSA's policy that all positions will be posted and must be competed for.

2.3.4.3 At the successful completion of the Initial 90 days as an Interim, the Interim's performance will be reviewed by the CEO. If the Interim has performed the duties of the position in an above average manner, the Interim is eligible to be considered to **remain in** the position without the Interim designator.

Commented [KS50]: Change grammar from carry on in the position to remain in the position

2.3.4.4 The Human Resources Department is to be a clearing house for all applicants.

2.4 EXPECTATIONS FOR EMPLOYEE BEHAVIOR

WSA maintains certain rules and regulations regarding employee behavior that are necessary for the efficient operation of the agency and for the benefit and safety of all employees. Conduct that uses WSA's resources inappropriately, impedes the providing of our services, interferes with operations, discredits WSA, or is offensive to customers or fellow employees will not be tolerated.

2.4.1 Employees are expected to conduct themselves in a professional manner in order to promote the best interests of Workforce Solutions Alamo. Such conduct includes but is not limited to:

2.4.1.1 Reporting to work punctually as scheduled and being at the proper work location, ready for work, at the beginning of your scheduled work day;

2.4.1.2 Giving proper advance notice whenever unable to work or report on time;

2.4.1.3 Complying with all WSA safety and security regulations;

2.4.1.4 Refraining from spreading vicious rumors about employees, supervisors, customers or WSA;

2.4.1.5 Wearing clothing appropriate for the work being performed;

2.4.1.6 Maintaining your workplace and work area in a clean and orderly manner to foster workplace safety;

2.4.1.7 Treating all customers, visitors, and fellow employees in a professional manner;

2.4.1.8 Refraining from behavior or conduct deemed offensive or undesirable, or which is not in the best interest of WSA, such as:

2.4.1.8.1 Name calling; demeaning jokes; taking credit for another's work or ideas; refusing to communicate or speak with another co-worker; offensive verbal, visual, or physical contact; invading another's privacy/personal space; knowingly blaming others for mistakes they did not make; gossiping and bullying.

2.4.1.9 Performing assigned tasks efficiently and in accordance with quality standards set by WSA;

2.4.1.10 Reporting to management suspicious, unethical, or illegal conduct of fellow employees, customers, or visitors.

Commented [KS51]: Maybe consider changing the word vicious to something else like hostile rumors or just use rumors

2.4.2 This Handbook outlines prohibited conduct that will subject the employee to disciplinary action, up to and including **termination**.

Commented [KS52]: Use the word termination

2.5 NEPOTISM (EMPLOYMENT OF RELATIVES)

WSA ensures that all employees are hired, promoted, or transferred based on individual merit. Realizing that supervisory positions have a certain amount of influence that might lead to accusations of favoritism or discrimination, the employment of relatives is prohibited according to the guidelines below:

2.5.1 WSA may not employ anyone who is related to a Board member or to the CEO by marriage or within a third-degree relationship.

2.5.2 WSA discourages the employment of relatives of any WSA employee when the employment might reasonably present a conflict due to the relationship.

2.5.3 If a situation that runs contrary to this policy is created due to a promotion, transfer, or marriage, the affected individuals will have a period of three (3) months to settle the issue voluntarily. In such situations, one of the affected employees should request a transfer or resign. There is no guarantee, however, that a transfer will be an option in every case. If the individuals are unable to resolve the issue on their own, the department manager will decide, (with the assistance from HR and CEO), which employee is to be transferred or terminated to achieve compliance with the policy.

2.6 PROMOTIONS

WSA provides fair and equal promotion opportunities to all employees.

2.6.1 Qualified internal candidates must complete **an** application and participate in the interview process.

2.6.2 A promotion is a move to a job with greater responsibilities and offers qualified employees an opportunity to advance in the organization.

2.6.3 Employees promoted to a higher position may receive a pay adjustment.

Commented [KS53]: Grammar

2.7 TRANSFERS

WSA offers employees the opportunity to transfer laterally to a job within the person's current work area or to another department within WSA. A lateral transfer may be the change of an employee's job title or duties that does not immediately affect the **employee's** salary grade.

Commented [KS54]: Consider using employee's salary grade instead of person's salary grade

2.7.1 WSA has the authority to transfer employees to positions, within the organization, as he/she deems necessary for the efficient utilization of personnel and to meet organizational requirements.

2.7.2 A salary increase is **not normally** given in the case of a transfer.

Commented [KS55]: Original sure about original statement "A salary increase is not required nor normally given in the case of a transfer. May use "not normally"

2.8 DEMOTIONS

WSA has guidelines for managing employee demotions.

2.8.1 A demotion is the movement of an employee or from a position of higher pay grade to a lower one which may be accompanied by a pay reduction, may be the result of the following:

- 2.8.1.1 The employee's inability to fulfill the functions of his/her job at any time or during the probationary period;
- 2.8.1.2 The employee's request for a demotion;
- 2.8.1.3 Disciplinary action;
- 2.8.1.4 Reduction in force or the reorganization of functions, jobs, or activities;
- 2.8.1.5 The best interests of the agency.

2.8.2 WSA will determine, in its sole and exclusive discretion, whether the circumstances warrant a demotion.

2.8.3 The **CEO** will determine the employee's new salary.

2.8.4 An employee who is demoted may return to his/her former position and salary, if such an opening is available.

2.9 IMMIGRATION LAW COMPLIANCE

WSA is committed to employing only individuals who are legally authorized to work in the United States and does not unlawfully discriminate based on citizenship status or national origin.

2.9.1 In compliance with the Applicable Law, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 within three (3) days of hire. Employees who are rehired must also complete the form if they have not completed an I-9 with WSA within the past three years, or if their previous I-9 is no longer retained or valid.

Commented [KS56]: Should you consider having all rehires complete an I-9?

2.9.2 The agency utilizes the services of E verify to verify the employee's right to work in the United States. WSA completes the process within three (3) days of date of hire.

2.9.3 Employees with questions or who seek more information on immigration law are encouraged to contact HR. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

2.10 OUTSIDE EMPLOYMENT

WSA does not prohibit employees from having a second job but provides guidelines for the outside employment of its employees. Outside employment is defined as "work for wages, income, salary, commission, percentage, or compensation of any type, which is prohibited from being performed during normal hours at WSA. This includes, but is not limited to self-employment, contractual employment, or employment by an agency, business, enterprise or others."

2.10.1 Employees will not allow, for any reason, their outside employment to impair the efficiency and effectiveness of duties assigned by WSA.

2.10.2 Employees are prohibited from accepting or engaging in outside business, employment, or work that results in even the appearance of impropriety or a conflict of interest.

2.10.3 WSA prohibits the use of its premises and/or property to be used in connection with any outside employment.

2.10.4 Working a second job is prohibited while on any kind of leave of absence, except as required by a military commitment, and could result in revocation of the leave of absence and/or termination of employment.

2.11 SUPERVISORY POLICY

It is the policy of WSA that the work of all employees be assigned, directed, and reviewed by supervisory personnel. Each employee will ordinarily be responsible to only one Director.

Directors are responsible for communicating the goals and policies of management to the employees under their supervision. They communicate to management the attitudes, suggestions, and complaints of employees.

Employees placed in supervisory capacities are responsible for the effective operation of their departments through the combinations of people and resources. Below are some guidelines to be followed by Directors:

- Apply equitable treatment to all employees.
- Become familiar with agency policies to ensure appropriate decisions are reached regarding employees. Consistently apply policy in supervising employees.
- Recognize good performance.
- Objectively and honestly evaluate employee performance, record unacceptable performance along with requirements for improvement.
- Give **feedback** in a constructive and discrete manner.
- Recommend employees with good performance for promotion whenever appropriate.
- Give reasonably adequate orientation and training to employees under your supervision.
- Develop work environment based on teamwork among employees across organizational units.
- Complete relevant training as assigned by the CEO or their designee.

Commented [KS57]: Maybe use the word feedback instead of reprimand

2.12 PERFORMANCE EVALUATION/ WORK PERFORMANCE IMPROVEMENT

WSA expects its employees to perform their assigned duties to the best of their abilities, according to the directions of their supervisors, agency policies and procedures and the standards, outlined in the respective job descriptions. Supervisors and managers are tasked with discussing job performance expectations at time of employment and throughout the employee's tenure. Additionally, WSA believes that it is important that employees be recognized for good performance; receive appropriate suggestions for improvement when necessary; and be compensated for their contributions to WSA.

2.12.1 A performance evaluation will be presented according to the following guidelines:

2.12.1.1 Once a year;

2.12.1.2 Prior to a promotion;

2.12.1.3 At the successful completion of the initial 90 days of employment or after 90 days in a new position; and

2.12.1.4 New employees' first pay increase, based on performance, will be prorated and will be based on number of days from date of hire to the July 1st evaluation date. Employees who have been on extended leaves of absence may receive prorated pay increases to reflect the absence.

2.12.2 The performance review can be useful in helping an employee to understand the manager's expectations and if they are met. It can also assist in planning performance goals for the next review period and in identifying appropriate training, when needed.

2.12.3 The frequency and focus of performance appraisal discussions may vary, depending on the specific job. However, discussions about performance need not be limited to formal performance appraisal discussions initiated by the manager. Managers welcome questions about an individual's performance or manager's expectations at any time.

2.12.4 Being placed on a Work Performance Improvement Plan may result in a change in the effective date of a pay increase, as a result of a performance evaluation. HR, with the approval of the **CEO**, will be responsible for adjusting the effective date of the pay increase.

Commented [KS58]: Change from Executive Director to CEO

2.12.5 Work Performance Improvement **Plans** - Directors are responsible for developing performance improvement plans with their employees, when warranted, and for completing the appropriate performance-monitoring forms.

Commented [KS59]: Grammar

2.12.5.1 Employees who are placed on a formal Work Performance Improvement Plans (WPIP) are considered to be on work performance probation. Progress toward satisfactory performance of job duties is required for continued employment. If, at any time during the period of the plan, the Director determines that the employee is not making satisfactory progress, employment may be terminated.

2.12.5.2 The Director completes the Work Performance Improvement Plan, outlining the action plan for a period of time, not to exceed 60 days, during which the employee will demonstrate **consistent**, and satisfactory performance.

Commented [KS60]: Grammar

2.12.5.2.1 Directors are expected to meet at least bi-weekly with the employee to discuss the employee's progress and to monitor resources provided.

2.12.5.3 If the employee is on a WPIP at the time the annual evaluation is due or if the employee is placed on a plan as a result of the annual evaluation, the employee will not receive a pay increase until he/she has

successfully completed the WPIP. The pay increase, when effective, will not be retroactive.

2.12.6 All evaluations will be placed in the employee's personnel file. Employees are encouraged to ask for a copy of evaluations and performance improvement plans to maintain their own records of expectations.

2.13 INTRODUCTORY PERIOD OF EMPLOYMENT

WSA provides for an introductory period for all new employees and employees who are new in a position to give new employees or those new to the position the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets the employee's expectations.

2.13.1 New employees are in an introductory period during the first 90 days of employment. The purpose of this period is to give WSA and the employee time to determine the suitability of the match and whether the employment relationship should continue. During this period the employee's performance, behavior, and attendance will be closely monitored. Either the employee or WSA may end the employment relationship at-will any time during or after the introductory period, with or without cause or advanced notice. The employee's **manager** will fully document the decision to terminate or demote.

Commented [KS61]: Director Consistency in language, better to use manager than supervisor

2.13.2 Managers are expected to clarify performance expectations and, when appropriate, to develop performance improvement plans to aid the employee in meeting goals and expectations.

2.13.3 Employees are also considered to be in an introductory period for the 90 days following any change or advancement to another position with WSA. This includes transfers, promotions, and demotions. If a recently promoted employee is unable to satisfactorily meet the new responsibilities, the manager will consult with HR.

2.13.4 At any time during the initial 90-day introductory period, employment may be terminated, without prior warning or consultation. Without any limitation to the right to terminate or demote at will, the employee's manager will fully document the decision to terminate or demote. Employees terminated during the **introductory period, or as a result of the formal evaluation made at the end of the introductory period, do not have access to the grievance procedures relative to their termination**

Commented [KS62]: For consistency use the term introductory period

2.13.5 Employees who are placed on **formal** work performance improvement plans are considered "on performance probation" for the length of the plan.

Commented [KS63]:

Commented [KS64]: Is the word formal needed?

SECTION III - COMPENSATION

3.1 WAGE AND SALARY ADMINISTRATION

The salary administration program at WSA has been created to achieve consistent pay practices and offer competitive salaries within our labor market. Because recruiting and retaining talented employees is critical to our success, WSA is committed to paying employees equitable wages that reflect WSA's assessment of the requirements and responsibilities of the positions and are comparable to the pay received by employees in similar organizations.

3.1.1 Compensation for every position is determined by several factors, including the essential duties and functions of the job, salary survey data from third party providers, budgetary considerations, agency goals and priorities, and other factors deemed appropriate by WSA. Periodic review and revision of the salary administration program will be performed. Merit-based pay adjustments may be awarded in conjunction with employee performance, documented during the performance evaluation process.

3.1.1.1 Employees should bring their pay-related questions or concerns to the attention of their Directors, who are responsible for the fair administration of departmental pay practices. HR is available to answer specific questions about the salary administration program.

3.1.2 New Positions

3.1.2.1 Hiring salaries will be based on the qualifications of the candidate in relation to the job requirements and to the experience and qualifications of current employees in the same classification and grade.

3.1.2.2 Several exceptions may be considered regarding hiring salaries:

3.1.2.2.1 Unusual market conditions may require premium-hiring rates up to the salary range midpoint.

3.1.2.2.2 Exceptions to the standard may be requested from the CEO.

3.1.2.2.3 Availability of budgetary resources.

3.1.2.2.4 Priorities, goals, or business challenges.

3.1.3 Annual Salary Reviews

3.1.3.1 The objective of salary increases is to move an employee's pay through the assigned salary range over several years, at rates reflecting the employee's job performance.

3.1.3.2 The salary increase is dependent upon the individual's overall performance, the position of the individual's salary within the assigned salary range, and the percentage increases allocated for the given fiscal year.

3.1.3.3 If an employee has reached the maximum of the salary range for the position, s/he will not be eligible for an annual increase in salary. Instead, based on the performance review, they will receive a one-time bonus, based on the increase rate determined for that fiscal year.

3.1.4 Promotions

3.1.3.1 A promotion is the assignment of an employee to a position classified in a salary grade higher than is currently assigned.

3.1.4.2 The new salary after promotion will at least meet the minimum of the new grade level and not exceed a 10% increase.

3.1.5 Transfers

3.1.5.1 A transfer is the voluntary or involuntary assignment of an employee to another position classified in the same salary grade level as the position to which the employee is currently assigned.

3.1.5.2 A salary increase is not required or normally given in the case of a transfer.

3.1.6 Demotions

3.1.6.1 A demotion is the movement of an employee from a higher pay grade to a lower one.

3.1.6.2 A demotion is accompanied by a pay adjustment to the previous rate of pay, if the individual is returning to the prior position. If moving to another position, in a lower pay grade, the reduction in pay will depend on factors such as transferrable experience, skills, and abilities. The CEO will make the determination in consultation with the Director and HR.

3.17 Changes from Nonexempt to Exempt Status

3.1.7.1 Reassignment from a non-exempt to an exempt position, or vice versa, is considered on a case-by-case basis by HR.

3.2 OVERTIME WORK

WSA employees are covered by the minimum wage and overtime provisions of the Applicable Law. An employee is either exempt or non-exempt from overtime provisions depending on his/her job responsibilities. If an employee changes job positions, he/she may be reclassified.

Overtime must be approved, in writing, in advance by an employee's supervisor. It must then be reported on the employee's time sheet with an explanation for the time worked. If it is not possible to obtain permission in writing, verbal permission may be obtained and then reported on the time sheet.

3.2. 1. Regular and temporary full-time non-exempt employees are to be paid time and a half for hours worked over 40 during a standard work week. Work performed during regular scheduled holidays, will count toward over time. PTO taken will not be counted as hours worked for the calculation of hours that are to be paid at time and a half.

3.2.2 Regular full-time exempt employees are expected to work the hours necessary to complete the task.

Commented [KS65]: Grammar correction, duplication

3.3 COMPENSATORY TIME

Regular full-time exempt employees may accrue compensatory time for hours worked over 40 during a standard work week. Such activity must be approved in advanced by all levels of supervision. Failure to receive advance approval may result in compensatory time being denied. Work performed during a regularly scheduled holiday may count toward compensatory time.

Employees may carry forward a maximum of 160 hours of compensatory time. Any hours in excess of 160 at 12/31 each year will be forfeited.

Temporary full-time: Temporary full-time exempt employees are to be paid their regular hourly rate for each hour worked over 40 during a standard workweek.

Distribution upon termination: Upon voluntary termination and in the event of termination due to employee's death, compensatory hours will be distributed according to the following vesting schedule:

Service Vested Amount

- 0 to 2.5 years (900 days) 0% Vested
- 2.51 to 3.5 years 40% Vested
- 3.51 to 4.5 years 80% Vested
- 4.51 years+ 100% Vested

Termination for cause may result in the forfeiture of compensatory hours.

Distribution as a result of a Reduction-In-Force: Termination as a result of a Reduction-in-force (RIF) will result in 100% vesting of compensatory time - IF FUNDING IS AVAILABLE. If funding is not available, employees will be notified no later than the date they are notified of their termination due to RIF.

3.4 TRAVEL TIME

WSA may require employees to travel within the scope of their job duties. Under these circumstances, compensation for travel as worked time will be based on the nature and time of the travel required and whether the employee is in an exempt or nonexempt position. Exempt employees will not receive travel time compensation.

3.4.1 An employee is not entitled to paid travel time when commuting to and from home to WSA work site. This is also true for travel time involved when an employee travels to different local work sites. Similarly, travel time back to the employee's home, from any local WSA facility or worksite is not compensated.

3.4.2 An exception exists when a non-exempt employee commutes to/from a work site outside Bexar County. In that case, travel time will be considered as time worked for overtime calculation.

3.4.3 If the employee is required to travel from the primary work site to another, as part of his/her job duties, that time will be regarded as time worked for overtime calculation. If an employee returns from out of town travel during the normal workday hours, s/he is expected to return to work or request the appropriate time-off.

3.4.4 If the non-exempt/hourly employee drives to a work commitment out of the area on a non-working day, (e.g. on a Saturday or Sunday), during hours that would be part of the workweek schedule (8 a.m.-5 p.m.), the driving time will be counted as hours worked. If an employee opts to travel outside those normal working hours and/or travels as a passenger in a car on a public carrier (airplane), this time **is** not considered time worked.

Commented [KS66]: Grammar correction

3.5 PAYROLL SCHEDULE AND TIME RECORDS

Payroll periods are on a bi-weekly schedule. Paychecks will be distributed every other Friday at the office unless authorized for direct deposit. Paychecks will **only be given to the employee**, unless written authorization by the employee is given to WSA. Requests must be submitted to the Fiscal department at least 24 hours prior to payday.

Commented [KS67]: Changed wording

3.5.1 In the event that a regularly scheduled payday falls on a holiday, employees will receive paychecks on the last day of work before the regularly scheduled payday.

3.5.2 Recording of time is required for all employees. Time records must be **accurate** and complete and approved by the manager no later than 10:00 a.m. on the Monday prior to a payday. Employees will post their hours worked to the codes assigned to the various agency programs.

Commented [KS68]: Consider changing from true to accurate

3.5.3 Accurate recording of time worked is the responsibility of every employee. Federal and state laws require that WSA maintain an accurate record of time worked to calculate employee pay and benefits. For non-exempt/hourly employees, time worked is all the time spent on the job, performing assigned duties.

3.5.4 Altering, falsifying, tampering with time records, or recording time on another employee's time record will result in disciplinary action, up to and including termination of employment.

Commented [KS69]: Recommend moving entire 3.6 Telecommuting section to General Work Rules Section VII

3.6 PAY DEDUCTIONS

Various statutes require that WSA makes certain deductions from employees' paychecks. WSA also must deduct Social Security taxes on each employee's earnings up to a specified limit, called the Social Security "wage base."

3.6.1 Except for federal withholding taxes (FITW), Social Security and Medicare (FICA), and court-mandated garnishments, no other deductions will be made without written consent of the employee.

3.6.2 In accordance with the Texas Payday Law, WSA requires that employees give the agency the right to deduct monies from their paychecks:

3.6.2.1 The employee's share of group health plans or the full amount (employer and employee contribution), if the employee is on an unpaid leave of absence;

3.6.2.2 Employee salary deferral that the employee elects to have invested in the 401(k) plan;

3.6.2.3 Prorated tuition assistance when the employee leaves employment, if s/he has not completed a full year of employment since receiving the last reimbursement;

3.6.2.4 Any overpayment of wages;

3.6.2.5 401(K) loan repayments; and

3.6.2.6 The cost of repairing or replacing any WSA supplies, materials, equipment, money, or other property that s/he might damage (other than normal wear and tear), lose, fail to return, or take without appropriate authorization from WSA during employment.

3.7 FINAL WAGE PAYMENTS

An employee who leaves employment with WSA will be paid in full for all wages earned as of the date of separation.

3.7.1 Final payment will include accrued but unused PTO, if the employee has been employed for three (3) months or more and has left in good standing.

3.7.2 If any amount is owed for insurance, the payment will be deducted from the final paycheck.

3.7.3 Additional deductions will be made for items or amounts that the employee has previously authorized in writing.

3.7.4 When an employee is **terminated**, she/he will be paid his/her final paycheck not later than the sixth day after the date of the discharge, as required by the Applicable Law. Termination for cause will result in forfeiture of accrued, unused PTO.

Commented [KS70]: Terminated vs discharge. Use terminated for consistency.

3.7.5 Employees who voluntarily leave employment will be paid not later than the next regularly scheduled payday.

SECTION IV - EMPLOYEE BENEFITS

INTRODUCTION TO BENEFITS. WSA is engaged in an on-going process of reviewing and implementing new ideas and benefit programs. This process involves implementing changes, modifications, or improvements to match budgetary resources and available funds, to meet business needs, to reduce operating expenses, or to better attract and retain the best possible personnel. Other factors may also lead to significant changes

in the compensation or fringe benefits under which employees were hired or have continued to work. Accordingly, all of WSA's insurance programs, compensation plans, levels of insurance coverage and related costs, employee benefit programs, insurance carriers, fringe benefits, and their underlying policies and terms are subject to change, modification, elimination, or substitution at any time, at the discretion of WSA. In the sections that follow, we have described the fringe benefits that are currently available to regular employees.

4.1 MEDICAL AND HEALTH INSURANCE

4.1.1 WSA currently provides its full-time employees and those, who regularly work at least 30 or more hours per week, with health insurance coverage.

4.1.1.1 The plan offers the following options: a preferred provider organization (PPO), a health savings account (HSA), or health maintenance organization (HMO). Annual enrollment for the plan is held in April in anticipation of the new plan year, May 1.

4.1.1.2 Medical, dental, and vision insurance are effective on the first day of the month following hire on a full-time basis with WSA or when employment status changes to a regular schedule of at least 30 hours per week. Individual questions on enrollment situations should be addressed with HR.

4.1.2 Supplemental plans, such as: cancer, specified, illness, additional life, and accident insurance are voluntary and are paid in full by the employee by payroll deduction.

Any specific or detailed questions on medical and health plans should be directed to the HR department.

Commented [K571]: Add this statement

4.2 LIFE AND DISABILITY INSURANCE

4.2.1 Group Life and Accidental Death and Dismemberment Insurance

WSA provides term life and accidental death and dismemberment insurance for all regular full-time employees and those who regularly work at least 30 hours per week, in the amount of two times their annual compensation, for a maximum insurance of \$300,000. The cost of this insurance is paid entirely by WSA. This insurance is effective on the first of the month following full time active

employment or change of status to reflect that the employee is working at least 30 hours each week. The opportunity exists to purchase additional life and AD&D insurance through payroll deduction.

4.2.2 Short-term Disability

WSA provides, at no cost to the employee, a short-term disability plan (STD), offering financial protection by paying a portion of your income if you are disabled. Under the current plan, the amount you receive is based on the amount you earned before the disability began. There is a 14-day elimination period for sickness or injury within this plan. Employees will not receive STD benefits during the first 14 calendar days of disability and are encouraged to maintain PTO to cover this non-paid period.

4.2.3 Long-term Disability

WSA provides, at no cost to the employee, a long-term disability plan (LTD). It pays 60% of pre-disability earnings to a maximum benefit of \$6,000 per month. The amount you receive under the plan is based on the amount you earned before your disability began. There is a 90 day or end of maximum STD benefit elimination period. Employees will not receive LTD benefits until that time period has expired. The maximum period of payment is based on your age at the time of disability. Your payment may be reduced by deductible sources of income and disability earnings.

4.2.3.1 Enrollment in LTD begins at the first of the month following 90 days of employment for all regular full-time employees and those who regularly work at least 30 hours a week.

4.2.4 Supplemental Disability Coverage

Supplemental disability coverage is available for purchase through various carriers by payroll deduction, on an after-tax basis. Evidence of insurability may be required before the supplemental products may be purchased.

Any Specific or detailed questions on disability or life insurance, eligibility and other terms and conditions may be directed to the HR department.

Commented [KS72]: Add this statement. The statement can help reduce some of the wording in the disability section.

4.3 RETIREMENT – DEFINED CONTRIBUTION PLAN

To assist its employees in planning for retirement, WSA offers a tax favored retirement savings plan, which allows employees to contribute a portion of their salary before federal taxes are deducted.

4.3.1 This defined contribution 401(k) plan is available to all regular part-time and full-time employees. The agency may match a portion of the employee's contribution provided funding is available.

4.3.1.1 The match amount is determined in the agency's budget, annually. HR can answer questions about the match.

4.3.2 Each year the federal government determines the maximum amount of taxable income you may defer through payroll deduction. Employees may begin deferment at the same time they become eligible for health benefits or the first of the month following employment. After you enroll, your contributions to this program are automatically deducted from your paycheck each pay period and credited to whatever account(s) you chose. Since that money is deferred, that is, not "paid" to you, it is not considered income and you do not pay current federal (or state if applicable) income tax on it.

4.3.3 The plan also allows for an after-tax Roth 401(k). For more information, ask HR.

4.3.4 The plan provides participants the opportunity to apply for loans against their accounts, provided certain requirements are met. HR can assist you in applying for a 401(k) loan. Employees must elect to repay their loans by payroll deduction.

4.3.5 The plan also allows participants the opportunity to change the amount of pre-tax deferral made to their 401(k) plans quarterly. Changes may be elected prior to the beginning of each quarter: January 1, April 1, July 1, and October 1.

4.3.6 Enrollment forms and additional information may be obtained from HR.

4.4 TRAINING AND DEVELOPMENT

WSA supports the continuing professional development of its employees and encourages them to request to attend job-related workshops, seminars, and conferences. Such requests are subject to the approval of WSA, based on such factors as workload requirements, schedules, and budgetary resources.

4.4.1 Process:

4.4.1.1 Seek approval from your Director.

4.4.1.2 If the program/seminar is to be held outside the Alamo region, provide your Director with supporting information such as the training/conference agenda, meeting logistics and any special travel needs.

4.4.1.3 The Employee prepares the Travel Authorization form for the CEO's approval. When approved, the Fiscal Travel Coordinator arranges for lodging and transportation, payment of fees, and notifies the attendee of the per diem rates for the area.

4.4.2 Employee Responsibility

4.4.2.1 Employees are expected to share information relevant to other agencies and contractor staff upon their return.

4.4.3 Learning Management System (LMS)

WSA provides an LMS with a myriad of learning paths and standalone courses. Employees will also periodically be assigned learning paths and courses by their department leadership and/or by the CEO or their designee.

4.4.3.1 Employees can select any course that pique their interest.

4.4.3.2 Departments will provide employees with a written training program annually.

Commented [KS73]: Grammar change

4.5 TRAVEL EXPENSES

4.51 Employees of WSA may be reimbursed for certain allowable travel expenses, related to official WSA business, when the expenses have been approved by WSA, in advance, and proper documentation has been submitted to verify the expense. Reimbursement rates are set by the Texas Legislature and are consistent with the requirements of the General Services Administration. This document incorporates all changes made by either the TWC or the Texas Legislature. The Fiscal Department maintains the most current documents as published on and reimbursed accordingly:

<https://fm.x.cpa.state.tx.us/fm/travel/travelrates.php>

4.5.2 Travel outside of the WSA Area requires prior written approval. Employees traveling out-of-state, within the continental United States, receive a locality-based allowance for meals and lodging (single rate). Employees should consult with their managers and travel coordinator regarding travel requests and forms.

4.5.3 Reimbursement - Employees will be reimbursed for authorized travel and related expenses incurred while performing official WSA business.

4.5.3.1 All WSA staff must utilize the State Travel Management Program (STMP) when traveling on WSA official business. HR will be the point of contact when utilizing the STMP.

4.5.3.2 The STMP assists WSA by utilizing vendor contracts to provide discounted travel services such as travel reservations, ticketing, and lodging and rental car reservations.

4.5.3.3 When using the STMP, each WSA employee must:

4.5.3.3.1 Obtain prior managerial approval when preparing to travel outside the Alamo region;

4.5.3.3.2 After approval, the travel coordinator (Executive Secretary) will **complete** the TSR (Travel Authorization, AWD FORMTA.10) and will then schedule travel services through a designated contract travel agency and confirm hotel accommodations;

Commented [KS74]: Grammar change

4.5.3.3.3 WSA staff, when traveling to Washington D.C., must closely coordinate with the WSA travel coordinator, who informs the Office of State Federal Regulations (OSFR) regarding the time of the trip, the trips purpose and the name of a contact person for additional information.

4.5.4 Annually, the reimbursement rate for mileage is determined and posted by the Texas Comptroller of Public Accounts. The Fiscal Department will announce changes as they are made.

4.5.5 When using a personal vehicle for travel, under no circumstances shall an employee be reimbursed for normal travel between home and work or for personal travel (e.g. personal errands, medical appointments, etc.).

4.5.6 The number of reimbursable miles may not exceed the number of miles of the most cost-effective, reasonably safe route between two duty points. In determining the most cost-effective, reasonably safe route, WSA may consider the route that provides the shortest distance, the quickest drive time, or the safest road conditions.

4.5.7 The number of miles traveled by an employee on agency business may be determined by point-to-point itemization, documented by the employee's vehicle odometer reading or by a readily available online mapping service.

4.5.7.1 An increase in the number of miles due to the employee's receipt of inadequate directions or being "lost" is not reimbursable.

4.5.8 Overnight travel - Employees may claim actual expenses for meals up to a maximum daily allowance as noted in the GSA table for eligible travel events (e.g. training, conferences, meetings, etc.) outside the WSA area, without taxable consequences. There is no maximum per meal allowance (i.e. breakfast, lunch, dinner). For the first and last calendar days of travel, daily allowances are

calculated at 75% of a full day's allowance. Employees should request the specific daily allowances from the Fiscal Department prior to traveling outside the WSA area.

4.5.9 Travel without an overnight stay – Employees may claim actual meals if they are away/outside the WSA area at least six hours of the day; the meal reimbursement cannot exceed \$36.00 for the day and is taxable as wages, because travel must be away from home overnight to be excludable.

4.5.10 Employees may claim actual travel related expenses, such as parking or taxi, Lyft, Uber or airport/hotel shuttles fares associated with eligible travel events. Such expenses must be documented (i.e. receipts required). If a receipt cannot be obtained (e.g. unattended parking), the employee must submit a signed statement attesting to the expenditure.

Commented [KS75]: Updated with taxi, Lyft, Uber, airport/hotel shuttles

4.5.11 Lodging, transportation, and registration costs for eligible travel events shall be arranged by WSA; check with your manager for details. Cancellations for lodging, transportation, registration, etc. are the responsibility of the employee. Failure to make appropriate cancellations may result in costs being billed to the employee.

4.5.12 When travel is completed, employees are to submit travel reports using authorized forms within five (5) working days upon the completion of travel. Receipts, as necessary, for individual expenses must accompany reports.

4.5.13 Employees should consult with their managers for guidance and assistance with procedures related to travel authorization, arrangements, advances, expense reports, reimbursement for specific expenses, or any other business travel issues.

4.6 PAID TIME OFF (PTO)

WSA provides regular full-time and regular part-time employees Paid Time Off (PTO) that is responsive to the needs of the employees and the staffing requirements of WSA. PTO, which is time away from work with pay, may be used for vacation, appointments, personal time, illness/injury or to care for dependents. WSA does not offer separate vacation or additional sick leave.

4.6.1 Time off, under this policy, does not account for scheduled WSA holidays, paid administrative leave, military leave, time off for jury duty or bereavement leave.

4.6.2 Eligible employees will accrue PTO benefit hours from the date of hire and be eligible to use PTO benefit hours after the successful completion of the 90-day introductory period. For personal illness only, or to care for a dependent family

member, (one who lives in the employee's home and is a dependent for income tax purposes), employees may be permitted to use PTO time as it accrues during the first 90 days of employment. For each occurrence of absence, documentation from a licensed medical provider is required when using PTO to care for a family member. PTO must be scheduled in advance and approved by your supervisor, except in cases of illness or emergency. Questions about PTO earned and used should be referred to your supervisor or to HR.

4.6.3 Definitions:

4.6.3.1 PTO Benefit Hours - Benefit hours accrued by regular full and part-time employees to provide salary continuation during authorized absences on scheduled workdays. PTO accrual rates are determined by employee status, paid/worked hours and length of service.

4.6.3.2 Planned Absence—An absence from work that is requested and authorized at least 24 hours in advance.

4.6.3.3 Unplanned Absence -An absence from work that was not requested at least 24 hours in advance but is authorized due to a bona fide illness, injury or other emergency that prevents the employee from working. In case of unplanned absences employees are required to call their Directors at the earliest opportunity and no later than one (1) hour after the employee's normal reporting time. If **the** supervisor is not available or unreachable, contact HR **or the COO**.

Commented [KS76]: Grammar changed

Commented [KS77]: Changed from Deputy CEO to COO

4.6.3.4 Unexcused Absence - An absence from work that is not authorized. Unexcused absences may be incurred if the employee fails to report to work for a scheduled shift, fails to report to work when time off has been requested but not authorized or incurs an unplanned absence that is not a

bona fide emergency. PTO hours will not be granted for unexcused absences.

4.6.3.5 Dependent family member - for employees who are in the first 180 days of employment and desire to use accrued PTO hours for care of family members, those family members are confined to dependents who live in the employee's home and are dependents for income tax purposes.

4.6.4 Eligibility and Accrual Rates

4.6.4.1 All regular fulltime employees (those authorized to work 40 hours per week) will earn PTO hours each pay period based on years of

service and the number of paid hours for that pay-period, excluding overtime.

MONTHS OF SERVICE	DAYS ACCRUED PER EMPLOYMENT YEAR	BIWEEKLY ACCRUAL RATE
0-24 (before 2 nd anniversary)	18	5.54 hours
25-48 (before 4 th anniversary)	24	7.39 hours
49-108 (between 4 th and 9 th anniversary)	28	8.62 hours
109+ (after 9 th anniversary)	31	9.54 hours

Accrual example: 24 days x 8 hours = 192 divided by 26 pay periods =7.39 hours

4.6.4.2 The PTO accrual year begins October 1 to September 30. All regular part-time employees (those authorized to work 20 to 39 hours per week) will earn PTO hours on a pro-rated basis, based on the number of hours worked, excluding overtime.

4.6.4.3 Employees will earn PTO for scheduled hours when absent from work in connection with PTO, holidays, paid leave of absences, bereavement leave, and jury duty. PTO hours will not accrue while an employee is away from work on any type of unpaid status, or unpaid leave.

4.6.4.4 PTO carry over is limited to one year's accrual into the next fiscal year. Prior written approval from the CEO is required in order to carry over more than one- years accrual. Any PTO hours in excess of your year accrual as of June 30th will be lost.

4.6.4.5 Overtime hours worked beyond a staff member's regular schedule are not subject to PTO accrual.

4.6.5 Using PTO Benefits

4.6.5.1 WSA has a responsibility to maintain adequate staffing levels in order to provide expected services. Employees have a responsibility to their employer and co-workers to work scheduled shifts and plan absences in advance.

4.6.5.2 PTO must be requested and authorized in advance except in cases of bona fide illness, injury or unanticipated emergencies.

4.6.5.3 PTO must be requested by the employee at least 24 hours in advance of the absence. Department requirements for more than 24 hours advance notice may be established based on workload.

4.6.5.4 Employees will submit PTO requests. Employees may seek assistance from their supervisors or from the Payroll Administrator.

4.6.5.5 Supervisors will respond to PTO requests promptly and on a fair and equitable basis, when the staffing needs of the department permit. Employees are not to assume PTO is approved until the supervisor has responded.

4.6.5.6 Supervisors may deny or cancel any PTO requests that would create a staffing shortage or an inequitable distribution of time off.

4.6.5.7 After completion of the 90-day introductory period, employees use PTO whenever they are authorized to be away from work at their request (except for holidays, birthday, jury duty, military reserve duty, or bereavement leave).

4.6.5.7.1 Non-exempt (hourly) employees request PTO hours and note the time away from work for each hour and fraction of an hour taken.

4.6.5.7.2 Exempt employees request and note time away from work for PTO in excess of two (2) hours in a workday. These requests should be occasional, preapproved by your Director and not weekly or on a regular basis.

4.6.5.7.2.1 If you are gone more than two hours you must request PTO for all the hours you were gone that day as PTO. Example if you are going to be gone three (3) hours request three hours PTO. Exempt employees who abuse the policy by frequent short periods away from work will be subject to disciplinary action.

Commented [KS78]: Changed to a complete sentence

4.6.5.7.2.2 Deductions will not be made from salaries for Jury Duty, attendance as a witness, temporary military duty (reserve duty), absences caused by the employer (admin days), partial days other than noted above.

4.6.5.7.2.3 Deductions from salary may be made for one or more full days for illness/disability when the employee has exhausted PTO but may not be made for partial days when PTO is exhausted.

4.6.5.8 PTO will accrue during the entry probation period but may only be used during the 90-day introductory period with supervisor approval and for documented personal illness or for the care of a dependent family member, as defined in Section 4.6.3.5.

4.6.6 Planned and Unplanned Absences

4.6.6.1 Employees are responsible for anticipating the amount of PTO that may be needed to cover future absences for vacation, sick time, and personal and family matters. Employees are encouraged to use PTO for planned rest and recreation. WSA believes that planned, regular breaks in the work routine promote wellness and contribute to optimum performance on the job.

4.6.6.2 An occurrence of unplanned absence is a period of one or more consecutive days of absence, regardless of the total length of the absence.

4.6.6.3 Unplanned absences compromise the quality of WSA operations, services, costs, and morale. An excessive number of unplanned PTO days are cause for progressive disciplinary action up to and including termination. Supervisors may request medical provider documentation for any medical use of PTO when such absences are frequent.

4.6.6.4 Employees who are absent for medical reasons, for a period in excess of three (3) days must provide physician documentation of visit upon return to work.

4.6.6.5 A medical leave of absence is a period of greater than five (5) working days in succession, as documented by a licensed healthcare provider. An employee may remain on active employment status for up to six months while on such a leave. However, the employee must plan for the payment of all required premiums, employee and WSA contributions, should PTO accrual be exhausted during the medical leave.

4.6.6.6 In the event of illness or emergency, preventing the employee from reporting to work for periods exceeding one day, the employee must contact their supervisor, or HR, if the supervisor is not available, each subsequent day, no later than an hour after the start of the

scheduled shift. Staff who do not adhere to this policy or who are directed to report to work and fail to do so will not be paid and may be subject to disciplinary action up to and including termination.

4.6.6.7 Each day of unexcused absence is cause for progressive disciplinary action, up to and including termination. PTO may not be used to cover unexcused absences.

4.6.6.8 Regardless of the reason, should an employee's unscheduled absences occur with such frequency to adversely affect operations and prevent the employee from meeting their employment obligations, WSA may take disciplinary action up to and including termination.

4.6.7 PTO Sell-Back

4.6.7.1 Employees may elect to sell back a portion of their PTO balances one time each fiscal year (October through September), after they have accumulated enough hours to cover the hours they wish to sell and the number of hours that must remain in the PTO bank. Sell-back may not reduce the employee's PTO balance below the hours that must remain at time of sellback (see schedule below). Employees may convert between 72-124 hours each fiscal year to cash, less taxes and 401(k) contributions. These sell-back hours will be cashed in at 100% of base pay rate. **Sell-back requests will be submitted to the Payroll Administrator for verification of hours.**

Months of Service	Days Accrued Per Employment Year	Biweekly Accrual Rate	Hours Accrued per fiscal year	MaxHours Available to sell Back per fiscal year 50%	Hours That Must Remain At Time Of Sell Back 25%
0 – 24/(before 2 nd anniv)	18 days	5.54 hours	144	72	36
25 – 48/(before 4 th anniv)	24 days	7.39 hours	192	96	48
49 – 108/(between 4 th & 9 th anniv)	28 days	8.62 hours	224	112	56
109+(after 9 th anniv)	31 days	9.54 hours	248	124	62

4.6.8 PTO Payout at Termination

4.6.8.1 Employees who separate from employment after successfully completing their initial 90-day introductory period and, who have retired or resigned in good standing, after giving appropriate notice of at least

two weeks' notice for staff and four weeks for all levels of management, will be paid for unused PTO time depending on the amount of years of service, according to the following schedule.

Between 0–48	192 hours
49 months +	288 hours

4.7 EMERGENCY LEAVE POOL

WSA has established an Emergency Leave Pool to provide employees who have exhausted all other accrued paid leave the ability to remain in paid status because they or their immediate family member(s) have suffered a catastrophic illness or injury.

4.7.1 Definitions

4.7.1.1 Immediate Family Member is defined as those individuals who live in the same household as the employee and are related by kinship, adoption, or marriage; or are foster children certified by Applicable Law. If not in the same household, an immediate family is strictly limited to the employee's spouse, child or parent.

4.7.1.2 Licensed Practitioner includes a licensed physician, nurse practitioner, or other licensed health care professional as defined in Applicable Law, who is practicing within the scope of his/her license.

4.7.1.3 Catastrophic Illness or Injury is a condition or combination of conditions affecting the mental or physical health of the employee or member of the employee's immediate family that requires the services of a licensed practitioner for a prolonged period and that forces the employee to exhaust all leave time earned and therefore results in a loss of compensation.

4.7.1.4 Condition or Combination of Conditions is an illness or injury that may result in death if not treated; requires hospitalization for more than 72 consecutive hours; requires prolonged convalescence at home or a rehabilitation facility; or causes a person to be legally declared a danger to him/herself or others. For purposes of this policy, pregnancy and elective surgery are not considered severe conditions, except when life-threatening complications arise from them.

4.7.2 Eligibility

To be eligible to participate in the Emergency Leave Pool, an employee must meet the following criteria:

- a. Completed at least one year of continuous, satisfactory employment.
- b. Is not on any type of disciplinary action at the time of application or at any time during the preceding 12 months.
- c. Have a satisfactory performance rating.
- d. Has exhausted all available PTO time.
- e. The employee's condition is not an on-the-job injury covered by Workers' Compensation Insurance.
- f. The employee is not on short-term or long-term disability.
- g. The employee or employee's immediate family member has a severe condition or combination of conditions, as defined in this policy, that require the services of a licensed practitioner. The employee must provide certification of the condition by a licensed practitioner.

4.7.3 Application and Award Process

- a. The employee or the employee's personal representative can request an award of time from the Emergency Leave Pool by submitting a completed application to the HR. The application should be submitted at least two (2) weeks before the hours are needed, or as soon as possible after the need arises. The application shall include a written statement from a licensed practitioner that provides sufficient information to allow an appropriate evaluation of the condition for which time is being requested.
- b. Employees who have exhausted all accrued paid leave will be placed on leave without pay status pending a decision of their application for Emergency Leave Pool time.

- c. HR shall be the Emergency Leave Pool Administrator, who in conjunction the CEO, shall review all applications. Decisions of the Pool Administrator shall be final.
- d. If an employee has been placed on leave without pay status pending a decision on their application, their status will be changed to on pay with leave and emergency leave hours applied retroactively if their application is approved.
- e. Award limit. The amount of time approved for an award cannot exceed the maximum of 240 hours per calendar year. WSA reserves the right to alter the maximum award based on circumstances at the discretion of the CEO. The availability of time from the Emergency Leave Pool is subject to the number of hours available in the Pool, number of competing applications, and other factors as determined by WSA.
- f. A deceased employee's estate is not entitled to payment for any unused Emergency Leave Pool time credited to the employee.

4.7.4 Use and Modification of Emergency Leave Pool Award

- a. Emergency Leave Pool time may only be used for the reason requested. Employees shall immediately notify HR if there is any change in the nature or severity of his/her condition that modifies the need for Emergency Leave Pool time.
- b. Awarded Emergency Leave Pool hours that are no longer needed or justified will be cancelled and returned to the Pool.

4.7.5 Return to Work Certification

Prior to returning to work, the employee must submit a written statement to HR from his/her licensed practitioner that the employee is able to return to work. The statement must also specify what, if any, limitations or restrictions exist to the employee's ability to perform his/her job duties.

4.7.6 Contributions to the Emergency Leave Pool

- a. Employees are not required to contribute to the Emergency Leave Pool.
- b. Employees may make voluntary contributions of PTO hours to the Emergency Leave Pool by submitting a Leave Pool Transfer form to the HR Manager.
- c. Employees may contribute an unlimited number of hours, provided that the contribution will not cause the donor's balance to drop below 80 hours.
- d. Once a contribution is made to the Emergency Leave Pool, the donor may not request a return of the hours donated.

Commented [KS79]: Grammar changed

4.8 ADMINISTRATIVE LEAVE

4.8.1 WSA may allow employees administrative leave, with or without pay, granted by the CEO, for situations such as:

4.8.1.1 Inclement weather or local emergencies;

4.8.1.2 Early dismissal;

4.8.1.3 Formal disciplinary investigations;

4.8.1.4 Celebrating an eligible employee's birthday; and

4.8.1.5 Situations for which s/he feels appropriate in the conduct of agency business.

4.8.2 If an external organization is investigating, such as after an indictment, unpaid Administrative leave may be granted. The employee may elect to use PTO during this period. After PTO is exhausted, if the issue has not been

resolved and the employee has not returned to work, he/she will be formally terminated.

Commented [KS80]: Grammar changed

4.8.3 Paid Administrative leave is not usually considered worked time and does not enter the overtime calculation for non-exempt employees.

4.8.4 Paid time away from the workplace to participate in workshops, panels, staff development activities or conferences, or to provide testimony on behalf of the agency is not considered Administrative Leave but worked time. It is considered in the overtime calculation.

4.8.5 Regular full and part time employees, who are benefit eligible, will receive a day of administrative leave with pay in celebration of his/her birthday. If the birthday falls on a day other than on a normal workday, if the employee must work on his/her birthday, or if the employee desires, he/she may request another day off, then the alternate day must be approved at least 24 hours in advance by entering the request into the electronic time and attendance system. Birthday leave may be taken on or after the employee's actual birthday but not before.

4.9 HOLIDAY OBSERVANCES

4.9.1 WSA provides additional paid time off to all regular employees (and designated part-time employees) on observed holidays. The holidays to be taken are designated each year by the CEO. The dates will differ, but the following are the normally observed holidays each year:

NEW YEAR'S DAY	LABOR DAY
MARTIN LUTHER KING, JR. DAY	VETERANS DAY
PRESIDENT'S DAY	THANKSGIVING DAY
BATTLE OF FLOWERS	THANKSGIVING HOLIDAY
FIESTA MEMORIAL DAY	CHRISTMAS DAY
INDEPENDENCE DAY	CHRISTMAS HOLIDAY

4.9.2 Holidays falling on a Saturday are normally observed on the preceding Friday. Holidays falling on a Sunday are normally observed on the following Monday.

4.9.4 If your religious beliefs require a variation from the above schedule such as the observation of holidays other than those listed above, promptly notify HR so that WSA can determine how it can reasonably accommodate your needs.

4.10 WORKERS COMPENSATION INSURANCE

WSA provides workers compensation insurance coverage for all its employees. The coverage provides for the payment of medical expenses and benefits in accordance with state law, in the event that an employee suffers a work-related injury or occupational illness. Please see HR for assistance in submitting a claim.

4.10.1 Notice to the Employee - You may elect to retain your common law of right of action if, no later than five days after you begin your employment, you notify WSA in writing that you wish to retain your common law right to recover damages for personal injury. If you elect to retain your common law right of action, you cannot obtain workers' compensation income or medical benefits if you are injured.

4.10.2 Additional information on workers' compensation coverage and applicable procedures can be obtained from the notices posted on our agency bulletin board in the break room and from HR.

4.10.3 It is extremely important that employees notify their supervisors and HR immediately in the event of a work-related accident. Failure to report these matters immediately, within 24 hours, could result in the delay of benefits.

4.10.4 Funds from the Emergency Leave Pool, through special PTO, may be available to employees, who must be away from work, on doctor's orders, during the first week following the injury, for whole and partial days to seek medical intervention for injuries suffered at work.

4.11 CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT (COBRA)

WSA makes every attempt to assist employees in understanding their eligibility for COBRA benefits. COBRA provides eligible employees and their dependents rights to continuation of group health plan coverage after their employment ends with WSA as provided in that federal law. The following is a very brief and generalized description of the rights under COBRA.

4.11.1 Employees, their spouses, dependent children, and other defined beneficiaries, who are covered under a group health plan on the day before a qualifying event, may extend their coverage under the health plan in accordance with the provisions of COBRA.

4.11.2 Qualifying for COBRA

A qualifying event includes:

4.11.2.1 Voluntary or involuntary termination of employment for reasons other than gross misconduct.

4.11.2.2 Reduction in the number of hours of employment below those qualifying for coverage (e.g. hours reduced below 30 on a regular basis).

4.11.2.3 Loss of dependent status.

4.11.2.4 To continue receiving group health benefits under COBRA:

4.11.2.4.1 HR mails the COBRA Notification to the employee's last known address within 14 days of termination of employment or provides the employee with the Notification when notified of a qualifying event.

4.11.2.4.2 Eligible employees must complete an election notice and pay 100% of the full month premium for a specified time period. Eligible employees may continue participation for various lengths of time, depending on the circumstances as outlined in the Notification.

4.11.3 Continuation of COBRA coverage may be terminated for any of the following reasons:

4.11.3.1 WSA no longer offers group health insurance to any of its employees;

4.11.3.2 A recipient does not pay premiums on time;

4.11.3.3 A recipient is covered under another group health plan that does not contain a limitation for preexisting conditions.

4.11.3.4 A recipient becomes eligible for Medicare.

Commented [KS81]: Changed from entitled to eligible

Any questions about COBRA benefits should be directed to HR.

4.12 EDUCATION ASSISTANCE PROGRAM

WSA encourages its regular full-time employees, who have successfully completed the 90-day introductory period, to further their education and professional development. Education expenses are not taxable as income to the employee if the courses taken maintain or improve skills required for the employee's present job (IRC §127).

Commented [KS82]: Grammar change

4.12.1 WSA will assist by providing employee, approved for inclusion in the program, a maximum reimbursement benefit of \$2,000 per calendar year. Employees may use this reimbursement benefit to defray the cost of pre-approved courses taken at accredited colleges, universities or recognized technical schools,

and related college fees. Textbooks and materials will not be covered under this policy.

4.12.1.1 Courses must be related to the employee's present job, a position the employee could reasonably progress to, or those that are determined to benefit WSA. This is a mutually beneficial investment in the employee and WSA because the increased knowledge and skills acquired by the employee, will contribute to the success of WSA.

4.12.2 Conditions for participation are as follows:

4.12.2.1 Courses must be reviewed by HR and approved by the CEO.

4.12.2.2 Courses taken must not interfere with operational needs of WSA and reimbursement is limited to a maximum of six (6) hours per semester or 18 hours per calendar year.

4.12.2.3 The education assistance program does not cover College Level Examination Program (CLEP) examinations nor courses taken for audit.

4.12.2.4 Courses may be required leading to a certification or licensure related to the employees' current job.

4.12.3 WSA will reimburse only to the cost of semester hour tuition and fees up to \$2,000 charged by the University of Texas at San Antonio for the semester for which expenses are incurred. Employees will be responsible for the remainder of the cost. WSA educational assistance will be secondary to other sources of financial assistance such as GI Bill, Scholarships, Pell grants, etc. Reimbursement may or may not be taxable depending upon tax laws in effect.

Commented [KS83]: Added up to \$2000

4.12.4 WSA will reimburse costs as follows:

100%	=	Grade A
75%	=	Grade B
50%	=	Grade C

4.12.5 WSA employees may use this benefit to pay for fees that are mandatory for the student such as exam, registration, lab, general, library use, insurance, graduation, parking, etc.

4.12.6 Participating employees will incur a voluntary one-year (12-month) retention commitment based on the last date of the reimbursement payment. If the employee voluntarily leaves WSA within 12 months of receiving

reimbursement, a pro-ration (by month) of the cost will be deducted from final payment of salary, wages, and unused PTO.

Example: If the employee is reimbursed in December and terminates employment during the following March, s/he will be responsible for reimbursing 9/12s of the total reimbursement for the prior twelve months.

Commented [KS84]: Grammar change

4.12.7 If the employee is involuntarily terminated due to department realignment or organization, the WSA share of the cost for tuition reimbursement will not be deducted from the final paycheck.

4.12.8 Educational institutions must be accredited and/or recognized by the American Association of Colleges and Universities, Western Association of Schools and Colleges or the Southern Association of Colleges and Universities. In the case of professional certification, associations or governing bodies recognized as industry authorities will satisfy this requirement.

4.12.9 Employees will obtain approval from the Director and submit the completed application to HR. HR and the CEO will review the form and either approve or disapprove the course study based on relevance to WSA need.

4.12.10 After completion of the course the employee will bring a verifiable copy of course completion and grade(s) to HR, who will then send the complete education assistance package to Fiscal for reimbursement.

4.12.11 Requests for reimbursement will not be honored after the course is completed if an application had not been pre-approved or if the employee terminates employment prior to course completion.

4.12.12 Requests for graduate program consideration must be reviewed by the CEO for approval and is subject to change, based on funding.

4.12.13 For courses that are not graded, (i.e. Pass/Fail) proof of course completion, by certificate or license, must be provided for reimbursement to be paid.

4.13 EMPLOYEE ASSISTANCE PROGRAM

WSA recognizes that certain issues may arise that could adversely affect an employee's health, safety, or job performance. Therefore, WSA provides an Employee Assistance Program (EAP) that offers, at no cost, counseling, and referral services to assist employees and their family members in addressing a variety of personal problems. HR will provide you with the contact information you will need to access the services.

Commented [KS85]: Grammar change

4.13.1 Employees and members of their immediate households may voluntarily use this program. Employees may also be referred to the program by their managers or supervisors.

4.13.2 EAP services can help you resolve a broad range of issues, such as:

- Relationship and marriage problems
- Family issues
- Life changes
- Legal and financial issues
- Stress and emotional issues
- Alcohol and drug dependency
- Identity theft
- Health and wellness concerns

4.13.2.1 EAP services are available to employees on the first of the month following 90 days of employment, when they become eligible to receive long term and short-term insurance coverage, which is paid by WSA.

4.13.3 Any counseling, treatment or records that result from the voluntary use of the EAP is confidential and will be released only on a need-to-know basis.

4.13.4 The employee's decision to seek such assistance will not be used for disciplinary action, nor will it be used against the employee in any disciplinary proceeding.

4.13.4.1 Participation in such programs will not protect the employee from discipline for violation of WSA policies.

4.14 DIRECT DEPOSIT

WSA offers its employees the option of having their paychecks directly deposited to their checking or savings accounts.

4.14.1 Employees who take advantage of direct deposit, have the convenience of having the funds immediately available on payday.

4.14.2 Employees wishing to take advantage of this program provide HR Authorization for Automatic Payroll Deposits, and a voided check, to validate account and routing information.

4.14.3 Final pay checks may be directly deposited if that has been the prior arrangement for employee who voluntarily resign from employment.

4.15 ALTERNATIVE WORK SCHEDULES

WSA may provide regular (and designated part-time employees) employees the option to choose an alternative work schedule, if that schedule is in the best interest of the workflow in the department.

4.15.1 WSA is interested in alternative work schedules as a method of staff retention through work/life balance. Alternative scheduling may be available to assist employees in meeting their personal work performance goals and family needs.

4.15.2 All WSA employees will be considered for alternative work scheduling on a case-by-case basis, where creative work schedules have been shown to accomplish both work and personal goals, to provide coverage for individual department operations and to serve WSA with increased productivity at no expense to quality output.

4.15.3 Various alternative work schedules may be considered. The options include:

4.15.3.1 Flex-time - a block of time at the start and end of traditional 8-hour shifts during which employees may report and complete their required hours of work.

4.15.3.2 Ten-hour day, four-day workweek - an employee works ten hours per day, not including lunch, reducing the workweek to four days.

4.15.3.3 Customary work week hours: Monday through Friday, 8:00 a.m. to 5 p.m. Other variations of the 8-hour day may be negotiated with the department manager/director to assure department coverage.

4.15.4 The following guidelines apply to the WSA Alternative Work Schedule Policy:

4.15.4.1 Employees who are approved to work an alternative work schedule, may opt out at any time but will not be allowed to re-enter for six months. **Employees** opting out will revert to a normal Monday through Friday, 8:00 a.m. to 5:00 p.m. work week.

Commented [KS86]: Employees vs Staff terminology

4.15.4.2 All schedule changes must be approved in writing by the CEO,

4.15.4.3 For employees approved to work a 4/10 schedule:

4.15.4.3.1 When a holiday falls within the pay period, those working a 4/10 schedule will revert to a regular 8-hour work schedule during the week of the holiday but not for the entire pay period.

4.15.4.3.2 When using full days of PTO, 10 hours will be charged to your PTO.

4.15.4.3.3 The regularly scheduled day off cannot replace a PTO day taken earlier/later in that week. (e.g. If you work 4/10 with Friday as your scheduled day off and Monday you take a PTO day, you will not be allowed to work Friday to make up for the PTO day on Monday).

4.15.4.3.4 The Department Director or CEO may terminate an employee's alternative work schedule if the schedule is being abused, if the employee is not productively accomplishing goals, or for any other reason not benefiting WSA.

SECTION V - SAFETY

5.1 SAFETY

WSA complies with all applicable federal, state, and local health and safety regulations to provide a safe work environment as free as possible from recognized hazards. Employees are expected to comply with all safety and health requirements whether established by WSA or by federal, state, or local law.

This policy is always applicable when employees are on the premises including, but not limited to before, during and after normal working hours, weekends, holidays and while visiting the premises when not on duty. It is also applicable when employees are engaged in work or conducting business on behalf of WSA and when participating in sanctioned events during business hours.

WSA encourages its employees to bring any concerns or suggestions for improved safety in the workplace to their supervisors or HR.

5.1.1 All employees must know and follow safety precautions that protect the employee and their fellow workers from harm, productivity and effectiveness on the job. The following list covers some of the precautions employees are required to take when performing their work:

5.1.1.1 Do not engage in horseplay;

5.1.1.2 Do not engage in any physical or verbal acts and/or threats of violence, whether made in jest or seriously, by any person(s) while on the premises of or while conducting business on behalf of WSA;

5.1.1.3 Never use equipment unless trained and authorized;

5.1.1.4 Do not bring any concealed weapons, either licensed or unlicensed, on company premises;

Commented [KS87]: Recommended grammar / wording change. Using the term common sense safety practices is too vague

5.1.1.5 Keep passageways to fire extinguishers, aisles, and doorways clear;

5.1.1.6 Know where fire extinguishers are located;

5.1.1.7 Always use proper lifting techniques;

5.1.1.8 Store flammable and hazardous waste materials in proper containers;

5.1.1.9 Turn off equipment not in use;

5.1.1.10 Know first aid kit locations and how to use them;

5.1.1.11 Report unsafe conditions to your supervisor immediately; and

5.1.1.12 Know the most direct and safe exit route in case of fire.

5.1.2 The above list of precautions is not exhaustive; rather it is intended only to highlight some of the practices which employees are expected to follow. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy situations, may be subject to discipline, up to and including termination.

5.1.3 All accidents, no matter how minor, which could have or actually do result in an injury to anyone (employee, customer, visitor, vendor, etc.) should be reported to a supervisor immediately.

SECTION VI - LEAVES OF ABSENCE

6.1 BEREAVEMENT LEAVE

WSA permits its employees to take up to three (3) consecutive paid days in event of a death in the immediate family. For the purpose of this policy the immediate family shall be defined as: spouse, children, parents, grandparents, grandchildren, and siblings. It also includes the immediate family member of the employee's spouse.

6.1.1 When a death in an employee's immediate family occurs within a 100-mile radius of Bexar County, paid leave will not be charged to the employee's accrued leave bank (PTO), for a period up to three (3) eight (8) hour days. Any additional time may be charged to the employee's accrued PTO.

6.1.2 When a death in an employee's immediate family occurs beyond the 100-mile radius of Bexar County, leave will not be charged to the employee's accrued leave bank (PTO), for up to five (5) eight (8) hour days. Any additional time may be charged to the employee's accrued PTO.

6.1.3 Employees may qualify for one (1) eight (8) hour day paid day for the death of a family member other than those defined as immediate family above.

6.1.4 While on approved bereavement leave, employees are paid at the regular base pay rate.

6.1.5 Requests for bereavement leave should be submitted to the employee's Director.

6.2 MILITARY LEAVE

WSA provides employees (including those in their introductory period) paid and unpaid military leaves of absence for service in a *uniformed service*, as provided for under the USERRA. Examples of matters qualifying for unpaid leave include service, attendance or participation in a uniformed service's drills, training, or active duty.

6.2.1 In addition to the unpaid leave provided under USERRA, regular full- t i m e employees will be granted paid Military Leave upon presentation of valid orders or other appropriate verification. Regular fulltime employees are eligible to receive supplemented pay during the first 120 hours or 15 days of paid Military Leave annually, if the gross military pay is less than the gross wages paid by WSA. Non-workdays, falling within a period of absence on military training duty, are included in the 15 days of allowed Military Leave.

6.2.2 An employee, who has exhausted his/her Military Leave with Pay may continue to use Military Leave Without Pay as provided in USERRA. Employees may use accumulated PTO during their unpaid Military Leave but are not required to do so. Paid military leave cannot be accumulated and will be lost at the end of each calendar year.

6.2.3 To be granted paid Military Leave, an employee must submit a copy of official orders or other relevant military documents, no later than 30 days prior to the start of training. This notice will allow the supervisor time to adjust the workload in the department for the scheduled time off.

6.2.4 Eligibility for unpaid military leave, applicable conditions, and other matters related to it and the provisions of USERRA and the State of Texas will govern reinstatement rights.

WSA complies with all the applicable requirements of USERRA and the State of Texas and prohibits discrimination and/or retaliation against any individual who has served in the uniformed services or has engaged in any other actions protected by USERRA and the State of Texas.

6.3 JURY/WITNESS DUTY

WSA grants leave with pay for the entire period that an employee is summoned to/serves jury duty. Paid leave, in this case, is defined as the authorized absence, without charge to leave or compensation, for official Jury Duty or for attending court in a nonofficial capacity as a witness on behalf of WSA or other agencies as approved by WSA.

6.3.1 Employees will notify their supervisors or managers as soon as possible after they receive a summons so arrangements can be made to accommodate their absences. The manager may ask to review the summons or subpoena to confirm the time away from work.

6.3.2 Court appearances resulting from personal or off duty problems and not in an official capacity, will be charged as PTO or leave without pay, if PTO is not available.

6.3.3 If an employee receives fees when called for Jury Duty, the employee is authorized to retain such fees to help defray daily expenses.

6.3.4 Employees are expected to notify their supervisors of the end of the court commitment, if it falls within the workday and return to work if reasonable.

6.3.5 Paid leave for Jury/Witness Duty is not considered work time for overtime calculation for non-exempt employees.

6.4 LEAVES OF ABSENCE

WSA provides a Leave of Absence (LOA) program and has established procedures for requesting this leave. The granting of LOA will be a matter of administrative discretion. The agency is not subject to the Family and Medical Leave Act but chooses to offer similar, but not exact, leave benefits to its employees.

LOA is an approved unpaid leave of absence available to eligible regular full-time and part-time employees. Employees are eligible if they have been employed a total of 12-months or more and have provided at least 1,250 hours of service during the previous 12 months. A leave of absence is a period greater than five workdays in succession. The maximum amount of LOA is 12 weeks in any 12-month period. An eligible employee may take LOA for any of the following reasons:

6.4.1 Family Leave

6.4.1.1 Birth of an employee's child; and

6.4.1.2 Placement of a child with the employee for adoption or foster care.

6.4.2 Medical Leave

6.4.2.1 To care for the employee's child, spouse, or parent who has a serious health condition; and

6.4.2.2 When the employee is unable to perform the essential functions of their position because of the employee's serious health condition.

6.4.3 Personal Leave – Other reasons approved by the employee's supervisor/manager and the CEO.

6.4.4 An eligible employee may be granted leave up to 12 work weeks (480 hours) during any 12-month period, counted from the first day LOA is taken. The next 12-month period and its 12-week (480 hour) eligibility begins with the first day of a subsequent LOA.

6.4.4.1 Employees may be eligible for additional leave as a reasonable accommodation, if appropriate, and approved by the Manager.

6.4.4.2 WSA will engage in an individualized assessment to determine if the employee can be reasonably accommodated.

6.4.5 General rules for the LOA program:

6.4.5.1 LOA leave is permitted to support special needs of the employee, spouse, child and parent. Former spouses and in-laws do not qualify as spouses or parents;

6.4.5.2 LOA is generally unpaid leave and offers job protection for qualifying family or medical events. Workforce Solutions requires that PTO be exhausted before continuing unpaid LOA, except for Military Leave, with orders. Upon the exhaustion of paid leave, the balance of the leave will be without pay;

6.4.5.3 Each request for LOA will be examined closely to ensure that the needs of

WSA and the employee are met;

6.4.5.4 WSA can backfill the position with a temporary or contract employee. Upon return from LOA, WSA is committed to try to find any equivalent job if not the same job

6.4.5.5 Employees on LOA, who exhaust their PTO accrual, will not accrue PTO hours.

6.4.6 Employee responsibilities for the LOA program:

6.4.6.1 Any request for LOA must be submitted seven days in advance to the department manager, if practicable;

6.4.6.2 Employees are required to report every 30 calendar days to HR on their leave status and intent to return to work;

6.4.6.3 Employees will be responsible for paying all benefit plan premiums (employee and employer contributions) and will coordinate continuation of all insurance coverage with HR and the Fiscal Department. Failure to pay premiums will result in a loss of benefit coverage or repayment of amount due.

6.4.7 LOA procedures for both supervisors and employees are as follows:

6.4.7.1 The employee will first contact his/her supervisor regarding the potential for LOA. Through discussions with the employee and HR, the supervisor will determine employee's eligibility for LOA;

6.4.7.2 Employees are required to provide documentation from a health care provider ordering leave for a medical condition;

6.4.7.3 If the nature of the leave has been determined a LOA is appropriate, the supervisor will refer the employee to HR;

6.4.7.4 HR will provide the employee with the appropriate form, review the program and responsibilities and assist employee in filling out the form, if needed. After the form is completed, it will be approved by the supervisor and forwarded to HR for review and for approval by the CEO.

6.4.8 To be released to full duty after a Medical LOA, the employee is required to bring healthcare provider's release, certifying the employee's ability to perform the essential functions of the job, with or without reasonable accommodation.

6.6 REGISTRATION AND VOTING

WSA encourages employees to fulfill civic responsibilities by participating in registration, voting, and state/local political conventions.

6.6.1 Employees are encouraged to vote either before or after the regular work hours during early or regular voting periods.

6.6.2 If an employee is unable to vote during non-duty hours because of work schedule, WSA will excuse employees for to 2 hours, to vote in any election in the community of residence.

6.6.3 If enough time is available before or after normal work hours to meet the two-hour limit time off from work will not be granted.

6.6.4 Employees will request time off to vote at least two working days before the election. Advance notice will give the manager an opportunity to adjust the department workload, if necessary, and schedule time off.

6.6.5 Employees may be absent from work to participate in a state or local political convention. This is unpaid leave. However, use of PTO is required, if available.

SECTION VII - GENERAL WORK RULES

7.1 WORK HOURS

WSA determines employees' working hours as required by customer service, agency operations, and available and efficient use of HR.

7.1.1 Official work hours at WSA are from 8:00a.m. to 5: 00p.m. Monday through Friday. Exceptions or variances may be approved in writing on a case by case basis.

7.1.2 A workweek is 40 hours. However, circumstances, department workload or supervisor request may necessitate working more than 40 hours in a workweek.

7.1.3 Although every attempt will be made to adhere to the schedule assigned, the nature of agency business may necessitate schedule changes. If schedules changes are necessary, WSA will attempt to give as much notice as the circumstances permit. Employee flexibility and adaptability with respect to changes in assigned work schedules are deemed crucial requirements of every employee's job.

7.1.4 WSA official workweek begins at midnight each Friday, and ends exactly seven consecutive, 24-hour periods later.

7.1.5 Employees are not permitted to work overtime without the prior approval of their supervisor.

7.1.6 For exempt employees, hours worked outside of the official business hours and/or physical location cannot be used as a substitute for working the minimum required 40 hours per week, unless preapproved by the Director. The Director can approve time off during a regular work week when non-standard hours may be required for a job such as working overnight to deploy software or on a Saturday for a WSA sanctioned event. Telecommuting requests shall be for extraordinary circumstances and must receive prior approval from the Director. The approval must be accompanied by a memo which defines the reasons the telecommuting request was granted.

7.2 LUNCH PERIODS

7.2.1 Lunch time typically falls between 11:00 a.m. to 1:00 p.m.

7.2.2 A lunch period is typically one hour or a specified period in conjunction with an approved flexible work schedule.

7.2.3 Lunch schedules are determined at the sole discretion of CEO.

7.2.4 Employees may not elect to use working during a lunch period as reason to leave in advance of their normally scheduled workday unless directed or approved in advance by their Director.

7.3 ATTENDANCE AND TARDINESS

To maintain a safe and productive work environment, WSA expects employees to be reliable and punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on those we serve, other employees, supervisors, and on the agency. In rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they must notify their supervisor or someone in a leadership positions as soon as possible in advance of the anticipated absence. Leaving a voicemail or message is not enough notification.

7.3.1 Hours of Work.

7.3.1.1 Reporting to work on time, working all hours and schedules assigned, and avoiding excessive absences and tardiness are all essential responsibilities.

7.3.2 The following procedures apply to attendance and punctuality:

7.3.2.1 All WSA employees are expected to report to work as scheduled (start and end time), and maintain a satisfactory record of attendance;

7.3.2.2 All employees are required to obtain necessary approval from his/her supervisor prior to being away from the work area, except for pre-determined lunch breaks. If the Director is not available, the employee will notify HR. All employees are expected to sign out at the front desk when leaving the building on agency business;

7.3.2.3 Employees who are absent or leave the work area without proper notification are subject to disciplinary procedures, up to and including termination.

7.3.3 An employee, whether exempt or non-exempt, is required to provide accurate information concerning hours worked and to notify his/her supervisor of any deviation from scheduled hours.

7.3.4 Non-exempt employees are required to use their accrued PTO for time away from work, except for special leaves, such as administrative leave,

bereavement, jury duty, etc. It is the manager's responsibility to ensure that short absences do not become repetitive in nature and disruptive to the work.

7.3.5 Department managers will utilize standardized attendance tracking metrics.

Commented [KS88]: What tracking metrics?

7.3.6 WSA has a compensatory time policy. Directors may allow exempt employees short periods of time off, up to two hours, with prior approval, for special situations. This is allowed in recognition that exempt employees may devote more time to their responsibilities than the typical workweek allows, for which the exempt employee does not earn compensatory time or extra pay.

7.3.7 Employees who fail to return to work without notice for three (3) consecutive workdays will be considered to have voluntarily resigned from employment. Employees who fail to return to work from any approved leave of absence on the date specified by the employer are considered to have resigned from employment.

7.3.8 Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

7.3.9 Deviations from this policy require approval by the CEO or their designee.

7.4 TELECOMMUTING

7.4.1 Policy Statement: It is the policy of WSA to permit telecommuting work arrangements as provided by this policy when it is in the best interests of the Agency and when it will enhance the productivity of the employee.

7.4.2 Scope: This policy applies to Agency staff, both classified and administrative and professional positions. It does not apply to faculty positions or positions that require student status as a condition of employment.

Commented [KS89]: Delete section for faculty and student status, not applicable

7.4.3 Definitions:

3.6.3.1 The principal location is WSA Board Office.

7.4.3.2 A regularly assigned place of employment is the location of your workspace at the WSA Board Office where an employee usually and customarily reports for work or where work is performed.

7.4.4 Telecommuting is an authorized work arrangement that involves an employee routinely working one or more days per week at a location that is not the regularly assigned place of employment.

7.4.5 Telecommuting and the Employment Relationship. Telecommuting includes alternative work arrangements available to employees whose job duties are appropriate for such assignment. The decision to authorize these options is within management's discretion based on the nature of the work being performed and

other business considerations. The arrangement is voluntary, and participation does not alter an employee's work relationship with the Agency, nor does it relieve an employee from the obligation to observe all applicable Agency rules, policies and procedures. All existing terms and conditions of employment, including but not limited to the position description, salary, benefits, vacation, sick leave and overtime remain the same as if the employee worked only at his or her regularly assigned place of employment.

7.4.6 Agreement and Approvals Required. A Telecommuting Agreement must be completed and signed by the employee and the employee's supervisor and must have the approval of the employee's **Director and CEO, COO, or CFO** prior to the employee initiating a telecommuting arrangement.

Commented [KS90]: Determine the appropriate approval level/s

7.4.7 The agreement must contain the following information:

~~3.6.7.1 Floor Plan. The employee must attach to his or her agreement a floor plan describing the area where work will be performed including the location of the furniture, equipment, and electrical outlets.~~

Commented [KS91]: Delete, maybe legal issue and are you doing it?

7.4.7.2 Description of Work. The agreement must contain a description of the general nature of the work to be performed by the participating employee, as well as a typical work project or assignment, or a job description detailing the work to be performed.

~~3.6.7.3 Parking Benefit. Those employees who have approval to telecommute, will be allowed to participate in the Share Pass Program offered by the Department of Parking and Transportation in which participating employees will be eligible to receive a parking permit at a discounted cost.~~

Commented [KS92]: Is this applicable?

7.4.7 Criteria

7.4.7.1 Alternative work arrangements are appropriate only when both the abilities of the employee and the nature of the work to be performed meet the minimum criteria set out below. Supervisors may apply more **criteria** when determining whether an employee and position are appropriate for alternative work arrangements.

Commented [KS93]: Take out the word rigorous, just use criteria

7.4.8 Supervisor Considerations:

Telecommuting is appropriate for employees who:

- Can successfully organize, manage time, work independently and productively with minimal supervision, and have at least a satisfactory work performance history;
- Have a thorough knowledge and understanding of their job functions and the equipment required for the alternative work arrangement;
- Have access to a remote work site that is safe and free from interruptions; and,
- Can provide the security necessary to adequately protect any Agency information and equipment used at the remote work site.

Supervisors have the discretion to approve or deny an employee's request for telecommuting based on job- or business-related criteria.

7.4.9 Position Requirements

Positions that may be considered for telecommuting arrangements are those that:

- Have job functions that can be performed at a remote site without diminishing the quality of the work or disrupting the productivity of a unit;
- Do not require an employee's presence at the regularly assigned place of employment on a daily or routine basis;
- Allow for an employee to be as effectively supervised as he or she would be if the job functions were performed at the assigned place of employment;
- Have an emphasis on the electronic production and/or exchange of information by means of computers, modems, fax machines or phones;
- Involve measurable or quantifiable work product; and

- Have minimal or flexible need for specialized materials or equipment available only at the regularly assigned work site.

7.4.10 Positions that are not suited to telecommuting are those that:

- Require regular face-to-face contact with a supervisor, other employees, members of the Agency community or the public; or
- Require routine access to information or materials that are available only at the regularly assigned place of employment.

7.4.11 Work Sites

7.4.11.1 Remote Work Site Requirements:

- a. Employees participating in telecommuting shall have and maintain a healthy and safe environment at the remote work site.
- b. Non-work-related events and activities will not disrupt or interfere with work at the remote work site.
- c. A supervisor may visit the proposed remote work site to evaluate the appropriateness of the site prior to approving the agreement and may require that a photo of the workspace be attached to the agreement.
- d. Once the agreement is approved, the Agency retains the right to make prearranged on-site inspections of the remote work site during scheduled work hours.

Commented [KS94]: Is this accurate, should probably delete.

- e. Supervisors must ensure that all sensitive and confidential information is protected and secured when accessing information from the remote location.
- f. Employees must ensure that all protective software and other firewall technology is installed and used on all equipment at the remote location.

7.4.12 Regularly Assigned Place of Employment

Employees participating in telecommuting shall report to the regularly assigned place of employment as agreed upon with the supervisor and as indicated in the agreement. Additionally, when operational needs require, an employee must report to the regularly assigned place of employment upon the supervisor's request. Employees will be given as much advance notice as feasible under the circumstances presented.

7.4.13 Equipment and Supplies

7.4.13.1 An employee will describe and present to the supervisor a request for office equipment, hardware, software, communication needs, and office supplies needed to participate in telecommuting from a remote work site. The supervisor will review the request for approval for purchase or reimbursement. The Agency will not reimburse the employee for any costs not pre-approved by the supervisor. Purchases or reimbursement shall be provided in accordance with applicable Agency policies.

7.4.13.2 The Agency will not reimburse employees for out-of-pocket expenses for materials and supplies that are reasonably available at the regularly assigned place of employment.

7.4.13.3 Only Agency approved software shall be used for connecting with the agency's network from the remote work site. Employees who are participating in telecommuting shall always run agency prescribed anti-virus software and follow all Agency information security rules, copyright laws and manufacturers' licensing agreements.

7.4.13.4 Agency equipment located at the remote work site is subject to all policies and restrictions related to use of state-owned property. Participating employees are responsible for any equipment and software that is used at

the remote work site and accept financial responsibility for any equipment that is lost, stolen or damaged because of the employee's negligence, misuse or abuse.

7.4.14 Performance Evaluation

Consistent with Agency policy, each participating employee is required to have a performance evaluation completed each year.

Commented [KS95]: Is this needed? It is covered in the Performance Evaluation section 2.12

7.4.15 Work Schedules/Communications

a. Work Schedules. An alternative work arrangement does not necessarily alter the employee's work schedule. The specific work schedule of a participating employee shall be agreed upon by the supervisor and employee and participating employee shall be available for communication and contact during telecommuting as they would be if working at their regularly assigned place of employment.

b. Participating employees and their supervisors shall agree on how their communications shall be handled. During the agreed upon work schedule, it is expected that the participating employee shall be available for contact by phone or email.

Commented [KS96]: Is this section needed. Is it a duplicate of the section above?

c. Employees who have a Telecommuting Agreement are expected to report to the regular place of employment at least once per week. In the event of a Pandemic situation, the check in may be via agreed upon technology. The Temporary Telecommuting Agreement will establish the frequency and method of check ins.

d. Work Documentation, Timekeeping and Leave agreement.

Commented [KS97]: What is trying to be said here? Is the statement clear? Do you need this statement?

7.4.16 Employee Availability

7.4.17 Work Documentation. Participating employees and supervisors should identify work items for review and discussion on an ongoing basis to ensure that tasks are fully described and timely performed and/or completed.

7.4.18 Timekeeping. Participating employees will be required to maintain accurate time accounting documentation to support their work hours and must submit regular weekly time sheets via **WSA's electronic** timekeeping system detailing hours worked. A notation must be made in the description field for all days that an employee telecommuted. Departments shall maintain documentation that substantiates the work done **by** the employee.

Commented [KS98]: Take out EWS in case there is a new timekeeping system in the future.

Commented [KS99]: Grammar correction

7.4.19 Overtime. Under the Federal Fair Labor Standards Act (FLSA), non-exempt employees will be compensated in pay for overtime that has been approved by the supervisor and substantiated by employee documentation in accordance with the provisions of the FLSA.

7.4.20 Leave. Pursuant to established Agency policies, employees must obtain supervisory approval before taking accrued and available leave.

7.4.21 Liability.

7.4.21.1 Injuries at Remote Work Site. The Agency assumes no liability for injury at the remote work site to any other person who would not be in the work area if the duties were being performed at the regular place of employment. An injured employee participating in telecommuting must notify his or her supervisor immediately and complete all requested documents. Workers' Compensation benefits will apply to injuries arising out of and in the course and scope of employment.

7.4.21.2 Damages to Personal Property and Operating Costs. The Agency will not be liable for damages to employee-owned equipment being used in telecommuting or that may result from telecommuting. The Agency will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g. utilities, telephone, insurance) associated with the use of the employee's residence for telecommuting, unless specifically provided in advance and in writing by the department head as outlined in the agreement.

7.4.22 When a participating employee is working in another state, the employee is responsible for contacting Human Resources and the Agency's Payroll Services Office regarding tax ramifications that may relate to working in another state.

7.4.23 Duration of Agreements

Telecommuting Agreements will remain in effect unless terminated in accordance with the procedures set forth in this policy.

7.4.24 Termination of Agreement

Employees may request telecommuting be terminated with ten (10) Agency working days written notice. It is recommended that supervisors decide regarding the termination request within ten (10) Agency business days. The Agency reserves the right to terminate the agreement with ten (10) Agency business days notice if the Agency determines in its sole discretion that the telecommuting arrangement no longer is in the best interest of the Agency. The Agency also reserves the right to terminate without a notice period for any violations of Agency policy, a violation of the conditions of the agreement or when there is a relevant change in Agency policy or law.

7.4.25 Return of Agency Property

When the agreement is terminated, the employee must promptly return all notes, data, reference materials, sketches, drawings, memoranda, reports, records, equipment, software, supplies, and any other Agency property in the employee's possession or control.

7.4.26 Damaged or Lost Property

The Agency shall not be held responsible for costs, damages, or losses associated with the termination of the agreement.

For Assistance: Questions regarding this policy should be directed to Human Resources.

Commented [KS100]: Recommend moving entire 3.6 Telecommuting section to General Work Rules Section VII

7.5 INCLEMENT WEATHER AND EMERGENCIES

Because safety of our WSA employees is of the utmost importance, WSA has developed contingencies in case of inclement weather or other emergencies.

7.5.1 In the event that inclement weather or workplace, city, or national emergency arise during the workday creating safety concerns, an employee may request to be released early and utilize PTO, at the discretion of the respective supervisor.

7.5.2 The CEO has the authority to officially close the office and grant paid Administrative Leave due to impending inclement weather or workplace, city, or national emergency.

7.5.2.1 In the event offices are closed before the start of the workday, efforts will be made to reach employees by 7:30 a.m.;

7.5.2.2 Employees are responsible for keeping their contact information up to date with their supervisors and HR;

7.5.2.3 The CEO will notify the Directors, who will initiate **calls to employees;**

7.5.2.4 The CEO will update the agency's phone message as soon as they are notified. Employees who have not heard from their managers and question whether they should report to work are encouraged to call the office for the latest information;

7.5.2.5 Paid Administrative leave is not considered worked time and does not enter the overtime calculation for non-exempt employees.

Commented [KS101]: Not sure if pyramid call is the right term that everyone understands.

Commented [KS102]: Grammar change

7.6 DRESS CODE

While traditional business attire is standard for situations when dealing face to face with the public, WSA also allows employees to dress in business casual attire Monday through Friday, when appropriate.

7.6.1 The well-groomed appearance of its staff maximizes customer confidence in the services provided by WSA and includes well-fitting, conservative, clean, pressed attire.

7.6.2 Fridays (or the last workday proceeding a Friday holiday) will be a casual or blue jean day, if desired. The jeans must be without holes, stains, tears and appear to be not excessively worn. Clothing that would be worn at the gym, beach, picnic, or to clean the garage or do yard work is not appropriate.

7.6.3 Supervisors and directors are responsible for ensuring that a professional appearance is always presented by employees.

7.6.4 Employees may be charged PTO should they be required to leave the workplace due to not being in the appropriate attire.

7.7 SECURITY OF PERSONAL PROPERTY

7.7.1 WSA will assign desks and work areas to its employee and maintains the right to examine the contents of desks and offices at any time, without notice. Employees are expected to maintain those areas in an orderly fashion.

7.7.2 For security reasons, personal effects should not be left unattended or stored in WSA offices.

7.7.3 WSA assumes no responsibility or liability for the damage, loss or theft of personal property.

7.8 NON-SMOKING POLICY

Because WSA is committed to providing a safe, healthy and comfortable work environment for our visitors and employees, it maintains a smoke-free workplace. Smoking, including use of smokeless tobacco products, is always prohibited in WSA facilities.

7.8.1 WSA's policy does not mandate that each employee be a non-smoker. Employees are asked not to smoke in the workplace out of the concern for the health of all employees and to decrease the risk of fire and costs of cleaning, painting and repairs.

7.8.2 Employees may smoke outside of the WSA facilities, in designated locations, during designated break times. Be sure to dispose of cigarettes and matches in a proper container.

7.8.3 It will be the supervisor's responsibility to ensure that employees do not abuse this policy by taking an excess number of smoking breaks during the workday. Allowable smoke breaks are a maximum of one break in the morning and one in the afternoon. If you need extra breaks, you can use PTO. Failure to follow this policy will lead to disciplinary action, up to and including termination.

Commented [KS103]: Grammar change

7.9 POLITICAL ACTIVITIES

All employees have a constitutional right to engage in political activities. However, employees may not:

7.9.1 Engage in partisan or non-partisan political activities during work hours or in WSA offices;

7.9.2 Engage in partisan or non-partisan political activities in which he/she represents him/herself as a spokesperson or representative of WSA;

7.9.3 Use or threaten to use the influence of his/her position to coerce or to persuade any person to follow a course of political action, to contribute or lend anything of value to a political organization or candidate for political office;

7.9.4 Use any equipment, tools, time, resources, assets or facilities of Workforce Solutions Alamo for partisan political activities; or

7.9.5 Run for partisan political office while employed at WSA.

7.10 SOCIAL MEDIA POLICY

Social media (including personal and professional websites, blogs, chat rooms and bulletin boards; social networks; video-sharing sites such as YouTube; and e-mail) are common means of communication and self-expression. Social media can be a great way to connect with friends, business associates and clients. Social media is also a great way to promote the mission and work of the Board. However, it is important to keep in mind that anything written on social media is public and permanently viewable. Because the use of social media can at times conflict with the interests of the Board and its clients, the Board has adopted the following policy. This policy is intended to provide employees with guidelines for appropriate online activity but is not intended to address every instance of inappropriate social media use. Breach of this policy may result in counseling and disciplinary action, including termination of employment.

7.10.1 All the Board's employment policies in this manual apply to conduct that occurs online in the same way that they apply to personal conduct offline. Whether speaking "on behalf of" the Board or "about" the Board, the employee's online conduct must comply with the Board's Rules of Conduct, Conflict of Interest, Confidentiality, and Electronic Communications policies as well as the other policies provided in this manual.

7.10.2 Social media activity is not for work hours unless authorized. Time at work must be used for the Board's business only, except during authorized breaks.

7.10.3 The employee is personally liable for all communications and information he or she publishes online. The use of the Board's assets, a Board e-mail address or any e-mail address that can be traced back to the Board's domain, which generally is any internet address affiliated with the Board, to communicate via social media could have legal consequences for the employee or the Board. Using the employee's name or title or a Board e-mail address may imply that the employee is acting on the Board's behalf. Because social media and networking activities are public, the employee's Board e-mail address and the Board's assets should be used only to perform job-related activities, which may include professional networking, but do not include personal social networking. The Board has a right to monitor an employee's activities using the organization's resources. An employee should have no expectation of privacy when using company resources.

Commented [KS104]: Changed grammar

7.10.4 Outside the workplace, the employee's rights to privacy and free speech may protect online activity conducted on the employee's personal social networks with his or her personal email address. However, information and communications that an employee publishes on personal online sites should never be attributed to the Board or appear to be endorsed by, or to have originated from, the Board. Because an employee's online comments, postings of photos or other images, and/or other online activities could negatively impact the Board, employees are required to observe certain guidelines when participating in social networking sites and/or engaging in other forms of Internet use, regardless of whether the employee is on duty or off duty. Employees are always to use appropriate business decorum when communicating with others through social media.

7.10.5 Employees are never to identify a client or co-worker in an online posting without his or her prior written permission. Employees are to respect the privacy of their fellow employees and clients, as well as the opinions of others. Employees are to obey the law and code of conduct rules. Employees are not **to** post any information or engage in any online activity that violates applicable local, state or federal laws, or professional rules of conduct.

Commented [KS105]: Changed grammar

7.10.6 Employees should never be **false** or misleading in their online employment credentials. Employees must maintain complete accuracy in all the online biographies and ensure there are no embellishments.

Commented [KS106]: Do you need the second sentence?

7.10.7 Employees who identify themselves online as being associated with the Board must comply with the rules set forth in this section. Federal law requires that, when endorsing or promoting his or her employer, an employee must disclose his or her affiliation with (i.e., employment by), the Board. Thus, although the Board appreciates the loyalty and enthusiasm of its employees, employees must disclose their employment if they endorse the Board online. If employees disclose their affiliation or relationship with the Board, for example in their online profile, employees must use an appropriate disclaimer to make clear that they are speaking only on behalf of themselves and not on behalf of or as an agent of the Board. To ensure continuity of the Board's message, employees may not represent to be speaking on behalf of the organization unless expressly authorized to do so.

7.10.8 The Board understands when engaging social media, employees may occasionally come across positive or negative remarks about the Board. If an employee comes across a posting, whether made by another employee or some other party, that the employee feels the firm should know about, please consider sharing the information with the President/CEO as soon as possible.

7.10.9 Nothing in this Policy is intended to or will be applied in a manner that limits employees' legal rights.

7.10.10 Social media provides a way for an organization to get its message out to the public, build its image in the community, and interact with the community. For some employees, operating on social media sites on behalf of the Board may be part of his or

her job responsibilities. The employee's job duties may entail creating social media accounts for the Board or blogging on behalf of the Board among many other activities. The employee may also oversee monitoring and maintaining the Board's social media accounts. Any activity done on behalf of the Board is subject to the same restrictions and guidance established in this manual, including the Electronic Systems Policy and Confidentiality Policy. Additionally, any account (e.g., Facebook, Twitter, LinkedIn, Instagram, YouTube), hashtag, profile, or social media identity created by an employee at the request of the Board is the property of the Board and not the employee who created the account or content. Employees engaging in social media activity on behalf of the Board must provide the Board with all log-in names and passwords created by the employee to engage in such activity. At termination of employment, the employee is no longer authorized to engage in social media activity on behalf of the Board or attempt to access or alter the social media accounts or information owned by the Board.

7.11 PERSONAL BEHAVIOR EXPECTATIONS

WSA's employees are expected to perform only work-related activities during work hours, unless he/she is on break or lunch time.

7.11.1 During assigned work hours, avoid performing personal work, personal reading, **texting**, visiting excessively, spreading gossip and rumors, using the telephone excessively for personal reasons, or behaving in a manner that distracts other employees or disrupts the workplace.

Commented [KS107]: Recommend adding texting. Not sure about the word wasting time -sounds vague

7.11.2 Employees are expected to be courteous and helpful to fellow employees, supervisors, subordinates, contractors, and members of the community.

7.11.2.1 Special Considerations for employees working in open workspace areas

- When possible, use headphones rather than speakerphones
- Meetings with visitors kept to a minimum & short duration
- If meeting will last for a while with more than 2 attendees, please meet in a conference room, team room, or a vacant office

7.11.3 Employees are expected to follow supervisor instructions in performing tasks, following policies and procedures, and meeting WSA's goals and objectives.

7.11.4 Violations of this policy will cause the employee to be subject to disciplinary action, up to and including termination of employment. See Policy 8.1 for details.

7.12 USE OF AGENCY EQUIPMENT AND RESOURCES

WSA provides various resources for use in performing the agency's work. These resources include but are not limited to office furnishings and supplies, e-mail, computer files, voicemail, mail and printing services, and equipment such as telephones, fax machines, copiers, cell phones, and computers.

7.12.1 Unauthorized use of WSA's records, supplies, equipment, computers or other assets for personal use, without prior permission from the employee's Director, is strictly prohibited.

7.12.2 Employees must handle all WSA property with care. The agency's records, files, supplies, equipment or other assets may not be removed from the workplace without prior permission of the Director and proper check-out procedures followed.

Commented [KS108]: Grammar change

7.12.3 False or misleading entries and alterations to WSA's records, computer system, books, or documents is strictly prohibited.

7.12.4 Unless specifically authorized by Director, employees are not allowed to make copies of agency documents, records, or files.

7.12.5 Employees will be held financially responsible for any WSA property or equipment issued to them during their employment. This includes, but not limited to, building keys, laptops, credit cards, phones, calling cards, or any other property.

7.12.6 At termination of employment with WSA, employees are required to return all property in their possession. If employees fail to return this property at the time of termination, the employee will be required to reimburse WSA for the reasonable value of the property.

7.13 USE OF COMPUTER RESOURCES

The computer resources and data used in performing job tasks are critical to the operation of WSA. These resources and data include computer hardware and software, information about customers and employees, and competitive, strategic data. All employees will handle these resources and data with the same respect and care given to other valuable assets.

7.13.1 WSA follows all state and local agency policies governing the use of its computer system and network. Employees are expected to read, understand, and follow all policies, posted on the shared drive in the HR Folder, in the MIS sub-folder. Those include but are not limited to:

7.13.1.1 ADM 32, C1, Fraud Policy, ADM 33, Remote Desktop Support Policy;

7.13.1.2 ADM 37, Information Technology and Security Acceptable Usage Policy;

7.13.1.3 MIS 02 and MIS 02, Change 2, Access and Security in the Workforce Information System of Texas (TWIST), WorkInTexas, and other State and/or Local Network Systems;

7.13.1.4 MR 306, Security of Personal Identity Data;

7.13.1.5 Memorandum of Record #334, Prevention and Detection of Fraud, Waste, Theft, and Program Abuse; and

7.13.1.6 MIS 03, Monitoring the Use of Encrypting Documents

7.13.2 Upon hire and annually, managers will present and review the TWC Information System Security Agreement for Board Users and Other Users; the employee will commit to the provisions noted by signing the form; employees who do not sign the form in a timely manner will be prevented from using the WSA and TWC information systems and may be terminated from employment.

7.13.3 Each employee with access to computer resources and data is responsible for protecting them. Employees must have knowledge of and carefully follow procedures related to the proper use, including, but not limited to, the following:

7.13.3.1 No one is permitted to add any software, hardware, and computer configurations or attempt to make any repair to computers or the computer networking system without express permission of the Director and the Manager of Information and Technical Services.

7.13.3.2 Computer resources and data entrusted to employees are used only for their intended business purpose. Employees will not use them for personal or non-company purposes.

7.13.3.3 Employees must understand the classification(s) of information you use in performing your job and take appropriate steps to safeguard that information in all forms and at all times.

7.13.3.4 Employees must keep computer logon and password information private and in a secure place. Do not share your logon or password with others. Change your password immediately if others know it.

7.13.3.5 Employees should notify their **Director, or HR** upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

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7.13.3.6 Entering or maintaining personal information in the WSA computer system is discouraged.

7.13.3.7 USB devices are issued by the IT Department when needed; non-agency devices must be scanned and authorized by the IT Department before attaching them to the WSA's system.

Commented [KS110]: Grammar change

7.13.3.8 Email Use

7.13.3.8.1 Email is the WSA's property and used for agency purposes only;

7.13.3.8.2 WSA expressly prohibits the use of email to transmit, receive, or forward lewd, offensive, discriminatory, inappropriate or harassing messages;

7.13.3.8.3 WSA reserves the right to monitor, review, and read any email at any time.

7.13.3.8.3.1 Employees do not have personal privacy rights in any manner created, received, or sent from the email system;

7.13.3.8.4 Nothing should be entered into the email system without justifiable business-related reason;

7.13.3.8.5 When establishing passwords, employees will provide that information to their direct supervisor to access in the employee's absence;

7.13.3.8.6 Mass mailings are discouraged and may be conducted only with prior permission of the Director;

7.13.3.8.7 For inter-office communication, employees are encouraged to use the shared drive as a means of sharing common documents, rather than using the documents as email attachments;

7.13.3.8.8 Employees are discouraged from using the Reply to All feature when answering emails.

7.13.3.9 Internet Use – if problems with use of the Internet arise, notify your Director and/or the IT Department for assistance.

7.13.3.9.1 Internet access is granted to employees by WSA and should be used to conduct agency business only;

7.13.3.9.2 Internet use will be limited to business-related research, client email, and sending and receiving documents via Internet email;

7.13.3.9.3 Adjustments to the technical configuration of the Internet workstation are strictly prohibited;

7.13.3.9.4 Employees are prohibited from accessing offensive, inappropriate, obscene, sexually oriented, or discriminatory sites, images, graphics, or other such materials.

7.13.3.10 USE OF MICROCOMPUTER SOFTWARE

7.13.3.10.1 WSA does not own the copyright to the software on its system or to its related documentation and, unless authorized by the developer, does not have the right to reproduce it for use on more than one computer; therefore,

7.13.3.10.1.1 Employees will use software only in accordance with the license agreement; information is available from the IT Department.

7.13.3.10.1.2 Employees, who become aware of software/product misuse, must notify the Director.

7.14 PERSONAL TELEPHONE CALLS

WSA allows its employees the privilege of making and receiving necessary personal phone calls while on agency time. When necessary for employees to make or receive personal phone calls at work, the calls should be reasonable in length and of reasonable frequency.

7.14.1 Employees, who must make personal long-distance calls while at work, should make them on personal cell phones, charge the calls to their home number or personal credit cards, or promptly reimburse WSA, when asked by the Fiscal Department.

7.14.2 Under no circumstances should WSA's phones be utilized to conduct any outside business, self-employment, or any activities that may create a conflict of interest with WSA.

7.15 ACCESS TO PERSONNEL INFORMATION

HR maintains personnel files for each employee. These files contain documentation regarding all aspects of the employee's service with WSA.

7.15.1 Personnel files contain documents such as: application(s), performance evaluations; insurance forms, counseling forms, accolades, etc.

7.15.1.1 Employees may review their files, on an as needed basis, by coming to HR and making the request. **An HR representative will be present during the review of the file.**

Commented [KS111]: Recommend adding this statement

7.15.1.2 Individuals may ask for copies of information contained in their files, but may not take the file itself from HR. Personnel files will be delivered to requestors only with a court-ordered subpoena.

7.15.2 HR will protect the confidentiality of employee records by providing access only to those with a business-related need for the information and will follow agency policy by encrypting sensitive information when exporting data.

7.15.3 To ensure that personnel files are kept current at all times, employees will provide HR with any changes, in writing, regarding their name, home address, telephone number, cell phone number, marital status, changes in beneficiaries, or individuals to notify in case of emergency.

7.15.4 The procedures for revising personnel information (such as address, contact information, dependents, W-4's, etc.) to your file are as follows:

7.15.4.1 Obtain Form 7.14 #1, Personnel Data Change/Update form from the shared drive, in the Forms section of the HR folder; complete the form and send it to HR to update the file.

7.15.5 Unless HR has received a written request from the current or former employee, information provided for references will be limited to dates of employment and position(s) held while employed.

7.15.6 Supervisors and managers are expected to forward all requests for employee information to HR.

7.15.7 Personnel files, including medical and insurance records, and 401(k) records are maintained for seven (7) years after termination of employment.

7.16 VISITORS IN THE WORKPLACE

For everyone's security and to reduce unnecessary interruptions in the workplace, WSA strongly discourages personal visits.

7.16.1 When it is appropriate to invite a family member, vendor, friend, or business associate for a brief visit to your work area, seek prior approval from your supervisor and avoid staff interruptions;

7.16.2 Do not allow visitors to wander freely around the department or workplace;

7.16.3 All visitors are subject to WSA's no-solicitation rules.

7.16.4 Visits by children require pre-approval by the appropriate director. They must always be monitored to avoid workplace interruptions;

7.16.5 All visitors must sign-in with the receptionist and wear a visitor badge when visiting; and

7.16.6 Visitors must be accompanied by staff while in WSA offices.

7.17 EMPLOYEES WITH SERIOUS DISEASES

WSA supports its employees who have infectious, long-term, life threatening, or other serious disease(s), by allowing them to work as long as they are physically and mentally able to perform their essential job duties without undue risk to their own health or that of other employees or customers. Such serious diseases include but are not limited to cancer, heart disease, multiple sclerosis, hepatitis, tuberculosis, Human Immunodeficiency Virus (HIV), and Acquired Immune Deficiency Syndrome (AIDS).

7.17.1 Employees with a serious disease are to be treated the same as any other employee. In addition, if the serious disease affects their ability to perform the essential functions of their job, these employees are to be treated like other employees with disability that limit their job performance.

7.17.2 Employees who are diagnosed with a serious disease and wish to request WSA's assistance with employment related issues should contact HR. HR will review policy and resources available.

7.17.3 Employees concerned about being infected with a serious disease by a co-worker, or customer, should convey this concern to HR in a confidential and professional manner. All aspects of the existing or perceived situation and any possible remedies will be reviewed thoroughly.

7.17.4 Employees who refuse to work with or perform services for a person known or suspected of having a serious disease or condition that has been determined to not be contagious will be subject to disciplinary action, up to and including termination.

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7.18 SOLICITATION AND DISTRIBUTION

All employees are entitled to perform their work without being interrupted with solicitations. Therefore, WSA has adopted the following **non-solicitation and non-distribution** rules:

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7.18.1 Non-employees are not permitted on WSA premises for the purpose of solicitation of employees, distributing written materials or notices or consumer products to them. WSA may, on occasion, make the exception to the foregoing rule for limited communications that are both monitored by WSA and are strictly related to charitable purposes, sponsored by WSA.

7.18.2 Bulletin boards (both physical and electronic), E-mail, and walls in common areas are to be used only for posting or distributing material directly related to WSA's business purposes. Notices and postings of a personal, organizational, social, or other non-business nature are prohibited.

7.18.3 The solicitation of any employee by another employee during the working time of either the employee being solicited or the working time of the employee doing the soliciting is prohibited. Working time is defined as those time periods during which an employee is engaged in the actual performance of his/her work and excludes breaks, lunch, rest periods or other free time.

7.18.4 The distribution of non-WSA sanctioned materials, printed or otherwise, in working areas is prohibited, regardless of source or time.

7.18.5 All members of management should uniformly apply and enforce this policy and act if improper solicitation or distribution of written material or products occurs.

7.19 AGENCY-ISSUED CELLULAR PHONE USAGE

WSA provides cellular phone equipment and service to employees to assist in the performance of their jobs, on an as-needed basis. Cell phones are intended for official use. The following guidelines shall apply to the use of cell phones:

7.19.1 Phone plans are purchased for the benefit of the **Agency**. These plans are not intended for regular personal use by the employee. Reasonable use of cell phones for personal business is permitted, excessive personal use may result in disciplinary action or reimbursement, if there are excess charges.

Commented [KS114]: Use Agency instead of Company

7.19.1.1 If the agency-issued cell phone is utilized for personal use, the employee is expected to reimburse WSA, as follows:

7.19.1.1.3 It is the responsibility of the user to identify personal calls and promptly pay the amount due to the Fiscal Department on a monthly basis.

7.19.3 Phone records are subject to a monthly audit.

7.19.4 Use of company phones must occur only under safe operating conditions; hands-free operation when driving is allowed only when driving safety is not an issue. Texting while driving is prohibited. Failure to comply may result in loss of cell phone privileges and disciplinary action.

7.19.5 Regardless of whether the cell phone is agency-issued or personal, employees should never use any type of photographic feature on the phone to take pictures on company premises, while conducting agency business, or at company-sponsored events without the express consent of management.

7.19.6 Penalty for abuse or unauthorized use of a company phone may range from loss of phone privileges to disciplinary action up to and including termination of employment.

7.20 WEAPONS POLICY

WSA is committed to providing a safe environment for its job applicants, employees, and others performing work or visiting the Agency. The Agency strictly prohibits possession, use and handling of a weapon or a handgun on its premises (beyond the entrances to the Agency's facility). This prohibition applies to all employees, including those who hold a Concealed Handgun License (CHL) or license to openly carry a handgun, and applies equally to concealed handguns and open carry. Team members are also prohibited from transporting and storing firearms or ammunition in Company vehicles.

Violation of this policy will result in disciplinary action, up to and including termination.

If you have any questions, please contact your Human Resources Representative.

Commented [KS115]: Edited statement and took out Team Texas Campus

7.21 USE OF AGENCY OWNED OR LEASED VEHICLES AND DRIVING FOR COMPANY BUSINESS

7.21.1 WSA provides a vehicle (owned or leased) for agency staff to use for company business. Staff members who may drive the agency vehicle from time to time and those who drive their own vehicles for company business are required to follow this policy.

7.21.1.1 All WSA employees will be designated as drivers when they present their valid Texas drivers' licenses and proof of liability insurance to the HR Representative prior to driving the vehicle and have no problems with driver's license, driving record, or auto insurance.

7.21.1.1.1 The HR Department will use a third party to run the licenses through the Department of Motor Vehicles for license

restriction, revocation, or suspension of the license at the time the license is first received and annually thereafter.

7.21.1.2 The vehicle will be provided for agency related business only. Personal use is forbidden. Such use will subject the employee to disciplinary action up to and including termination.

7.21.1.3 Bona fide agency guests may be passengers in the agency vehicle.

7.21.1.4 The Fiscal Department will maintain comprehensive and liability insurance for the vehicle. The proof of liability insurance will always be maintained in the vehicle.

7.21.1.5 WSA will provide a credit card for payment of gas and emergency services only. Use of the credit card for other purposes will result in disciplinary action, up to and including termination.

7.21.2 Agency Vehicle scheduling and maintenance - The Director of Procurement and Contracting will have custodial responsibility for the vehicle and will take reasonable precautions ensuring that the vehicle is properly maintained, accounted for, and protected from damage, loss, and unreasonable deterioration, and theft.

7.21.2.1 The Director of Procurement and Contracting, or designee, will implement adequate maintenance procedures to keep the vehicle in good and safe working condition, to include: securing maintenance warranties and following the manufacturer's recommended maintenance procedures and assure the vehicle is inspected on a regular basis to determine its overall safety, including tire inflation and inspection of lights, signals, and horn. A roadside assistance plan will be procured and implemented to support WSA drivers.

7.21.2.2 WSA will maintain a computerized schedule log on the agency's shared drive for driver access and scheduling.

7.21.2.2.1 Employees who drive for business related activities must check the availability of the agency vehicle before planning travel, both within and beyond the Alamo region, and are expected to use the vehicle when it is available. Failure to use the available vehicle may result in non-reimbursement for business travel. Requests for exceptions to this policy must be made in writing to the CEO/designee, prior to travel.

7.21.2.2.2 Scheduling priority will be given to the driver who must travel outside Bexar County or when conducting investigations, such as for the Fraud Investigator.

7.21.2.2.3 Employees will pick up the vehicle key and gas/maintenance card when signing for the vehicle.

7.21.2.3 The Procurement and Contracting Manager, or designee, will maintain a vehicle mileage log to include the following information: name of driver, date and time of vehicle sign out, reason for trip, odometer reading at end of travel, gas tank reading, and garage parking location.

7.21.3 Driver's responsibilities: When an employee drives a vehicle (personal or the agency's owned, or leased/rented), in conjunction with work, he/she is responsible for complying with the following obligations and others, which may be applicable:

7.21.3.1 Drive in a safe, courteous, and defensive manner; hands-free operation of cell phones, when driving, is allowed only when driving safety is not an issue; texting, tweeting, and accessing social media while driving is prohibited.

7.21.3.2 Will take reasonable precautions ensuring that the vehicle is accounted for, and protected from damage, loss, and unreasonable deterioration, and theft. Will walk around the vehicle before the trip and again at the end of the trip to note any changes to the exterior appearance of the vehicle and to tire condition or pressure. Will report warning lights that come on during the trip or any changes in how the vehicle operates to WSA.

7.21.3.3 Use the seatbelts or other available restraints and require occupants to do so, in accordance with Texas law, regardless of speed or distance to be traveled. It is required that the number of passengers can't exceed the number of seatbelts in the vehicle.

7.21.3.4 Smoking is never allowed in a WSA vehicle.

7.21.3.5 Eating and drinking beverages, other than water, is not allowed in the WSA vehicle. The driver is responsible for disposing of all accumulated trash before returning the car.

7.21.3.6 Drive the vehicle at legal speeds, appropriate for traffic, weather, and road conditions.

7.21.3.7 Assume sole responsibility for all fines or traffic violations arising from the use of the WSA vehicle, personal or rental vehicle while on agency business.

7.21.3.8 Will take the most direct and practical route to and from the intended destination while conducting company business.

7.21.3.7.1 Employees are expected to use discretion in selecting restaurants and other businesses that are in reasonable proximity to the meeting or hotel. Extended mileage will be questioned and may be denied without reasonable justification.

7.21.3.9 Immediately or at most, within 24 hours, report any accident, even if minor, which occurs while on WSA business or in a WSA vehicle to your supervisor; call the police on all accidents and obtain a copy of the police report.

7.21.3.10 Illegal substances, alcohol, weapons and other contraband can never be stored, transported, placed, or used in or on the vehicle.

7.21.3.11 Drivers will not permit unauthorized individuals to ride in or operate the vehicle;

7.21.3.12 Drivers may use the vehicle to transport WSA equipment from site to site provided the total value of equipment beings transported does not exceed \$10,000.00.

7.21.3.13 Semi-annually, or at renewal, drivers provide HR with a copy of proof of insurance for your vehicle; after having renewed the Texas Driver' License, provide HR with the new expiration date.

7.21.3.14 Immediately report any problems with your driving record, insurance or license to HR. Matters you must immediately report include, but are not limited to:

7.21.3.14.1 Revocation or suspension of your driving license;

7.21.3.14.2 Termination, expiration or suspension of your auto insurance;

7.21.3.14.3 Any arrest or conviction (including deferred adjudication) related to operating a vehicle while under the influence of alcohol, an illegal substance, or controlled substance.

7.21.3.15 The driver is required to fill the tank, using the WSA fleet card, if the reading is below a half a tank when returning the vehicle; if a car wash is available and the car is in need of a car wash, the driver is authorized to use the credit card for the car wash.

7.21.3.16 The driver will not take the vehicle home, overnight.

7.21.3.17 When returning the car to the garage, the driver will note the garage level to which the car is being returned and whether the location is on the ascending or descending level on the log form.

7.22 PERSONALLY IDENTIFIABLE INFORMATION POLICY

As a workforce entity, WSA, and our state and local partners handle a vast amount of information about our customers and clients that can be damaging if disclosed to the wrong individual or misused by staff. Personally Identifiable Information (PII) is any information pertaining to an individual that can be used to distinguish or trace a person's identity, on its own or in combination with other information that is linkable to an individual. PII is collected on current and prospective registrants and participants, past participants, employees, and Board members. Prospective and current participants in WSA youth programs also require additional consideration and special handling. In general, PII is protected by the following laws:

- Family Educational Rights and Privacy Act (FERPA)
- Gramm-Leach-Bliley Act (FTC Information Safeguarding Rule)
- Health Insurance Portability and Accountability Act (HIPPA)
- Children's Online Privacy Protection Act
- Texas Public Information Act

The table below provides examples of different types of PII. Please note that list is not exhaustive and is not intended to cover every possible example.

Examples of PII that may require legal notification of breach	Examples of Other Protected PII that is considered Sensitive / Confidential	Examples of Other PII with the potential for misuse
Social Security Numbers	Educational records	Date of birth
Driver's license numbers	Grades, transcripts, schedules	User credentials
Financial account information	Personal financial information (not including account information)	Last 4 of SSN
Credit card number	Employment records	Student ID numbers

WSA, and our partners may collect PII in paper, electronic records, and in oral communications, as well as aggregated in an electronic format (i.e. databases, spreadsheets, tables, SharePoint). When PII is collected, the following considerations must be made:

1. In general, WSA requires that all legal requirements be followed in collection, use, disclosure, transmission, storage, and disposal of PII.
2. Appropriate safeguards must exist to protect against inappropriate access, use, disclosure, or transmission of PII. These safeguards include, but are not limited to, storing paper records in a secured location, keeping laptops secured when away from a desk (WSA), and encrypting data prior to transmission via e-mail. WSA will monitor initiatives, subgrantees, and vendors to ensure that appropriate safeguards are in place.
3. Collection of PII should be conducted in such a way as to minimize the potential for exposure. Collected PII should be appropriate for the intended purposes. PII should not be aggregated, unless necessary and then only for the business purposes needed.
4. Access to PII is based on the principle of "need to know." Individuals accessing PII must be permitted to do so by law or regulation and must have a legitimate "need to know" the information. The authorization to access PII is specific to that need. In other words, an intake specialist may need to know an individual's date of birth in order to determine program eligibility and can access the information that enables the specialist to know that specific information.
5. Disclosure to third party may only occur as required law or regulation. WSA has established that access to PII is limited to such information as may be needed to fulfill the request.
6. Disposal of information must be conducted according to the relevant law or regulation. This regulation specifies that information must be retained for at least three years after the Program Year in which a customer exits (for formula grants) or at least three years after the Program Year in which the program ends (for discretionary grants).
7. All staff should be trained on PII disclosure.

It is the responsibility of the WSA to ensure that these guidelines are followed by all employees, contractors, vendors, and volunteers.

Any breaches, real or potential, must be reported immediately. Examples of data breach include misplacing a participant file, loss of a laptop, mobile device, or removable media (i.e. flash drive), accidental e-mail of PII, virus or malware attack on a computer containing PII.

WSA will conduct a thorough investigation of the breach to include:

- Extent and nature of breach
- What data was accessed (or potentially accessed)?
- What safeguards were in place to prevent breach and were these safeguards followed?

Participants will be notified that their PII was potentially breached within 10 days of WSA discovering the breach. WSA will offer additional safeguards to participants as required by law.

Employees who are found to be in violation of this policy may be subject to disciplinary action as deemed appropriate based on the facts and circumstances of the violation.

SECTION VIII - RULES OF CONDUCT AND DISCIPLINARY PROCESS

8.1 STANDARDS OF CONDUCT AND DISCIPLINARY PROCESS

8.1.1 General Standards of Professional Work. Each employee must maintain the highest standards of performance and conduct. When dealing with customers, business contacts, other employees, contractors, vendors and suppliers, agency employees will comply with the highest ethical, regulatory, and business standards. If there is any doubt or question, employees will discuss the matter with an appropriate manager of WSA.

8.1.2 Compliance with Professional and Regulatory Standards. Employees are hired with the expectations that they are not only qualified for their positions but, that they will undertake the initiative and effort to maintain the necessary skills and qualifications for the position. Accordingly, each employee has the following responsibilities:

8.1.2.1 Knowing and complying with the highest professional and ethical standards applicable to the position;

8.1.2.2 Acquiring and maintaining licenses, continuing education or certifications applicable to the services rendered by the employee;

8.1.2.3 Learning, understanding, and applying any current or new standards, rules, regulations, or laws which may be applicable to the position;

8.1.2.4 Although WSA may from time to time conduct staff and informational meetings, employees are still responsible for and will be held accountable for knowing and complying with all applicable standards and requirements applicable to their jobs.

8.1.2.5 Employees are responsible for completing training on documentation and the disciplinary process using LMS.

8.1.3 Guidelines for Employee Conduct

8.1.3.1 These standards are necessary to protect the health and safety of employees, contractors, vendors, visitors, and clients we serve; to maintain uninterrupted operational **efficiency**; and to protect WSA's goodwill, reputation, and property.

Commented [KS116]: Changed from deficiency to efficiency

8.1.3.2 No list of infractions can be exhaustive. However, the following list includes examples of behavior that are disruptive to the workplace and are grounds for disciplinary action. WSA reserves the right

to interpret and apply these rules and guidelines and to determine, at its sole discretion, the degree of discipline to be issued to the employee for violating any rule or engaging in any other misconduct. WSA may consider the circumstances involved, the employee's overall work record with the agency, and other pertinent factors;

8.1.3.3 WSA reserves the right, at its sole discretion, to determine the type or nature of discipline to be issued in each instance, interpret the applicability of any particular disciplinary step, and to initiate discipline at any level it deems appropriate under the circumstances. Each disciplinary step shall be in writing and delivered to the employee at the time the disciplinary action is administered. WSA still reserves the right to terminate employees at-will. Within a 12-month period, from the prior disciplinary counseling/documentation, rules of conduct infractions and unsatisfactory work performance expectations, will be handled progressively. That is, each successive documented counseling will be conducted at the next level. Occasionally, the infraction is so serious that a higher level of disciplinary action is warranted, upon approval of the CEO;

8.1.3.4 Investigatory Administrative Leave – When the CEO deems it to be in the best interest of the agency to investigate a situation and to have the employee away from the worksite during the investigation, the employee will receive full pay for the days on Investigatory Administrative Leave. Every attempt will be made to complete such investigations as quickly as possible. On a rare occasion, when an external investigation is undertaken, such as one resultant from an indictment, administrative leave will be unpaid, but the employee may use accrued, unused PTO;

8.1.3.5 All terminations must be coordinated with HR and the CEO prior to meeting with the employee.

8.1.4 Examples of misconduct that will lead to disciplinary action, up to and including termination of employment:

8.1.4.1 Unauthorized removal, disclosure or use of employee information or other information related to the WSA's business;

8.1.4.2 Excessive tardiness or absences or absence or tardiness with or without prior notification and with or without available accrued and unused PTO;

8.1.4.3 The unlawful manufacture, distribution, possession, sale or use of alcohol or a controlled substance(s) during working hours, on the job, or on property controlled, leased, or owned by the WSA;

8.1.4.4 Reporting to work under the influence of alcohol, drugs, or controlled substances without medical authorization;

8.1.4.5 Theft, abuse, neglect, waste, defacement or destruction of equipment, supplies, goods or property belonging to the WSA, a fellow employee, or any member of the public;

8.1.4.6 Leaving an assigned work area or the WSA premises during working hours without permission of the supervisor;

8.1.4.7 Creating or contributing to unhealthy, unsanitary or hazardous conditions which could cause harm to the employee, fellow employees, contractors, customers, or to the public;

8.1.4.8 Possession of firearms, explosives, knives or other illegal weapons on any property controlled, leased or owned by the WSA;

8.1.4.9 Gambling in any form, including lotteries and games of chance;

8.1.4.10 Violating safety rules or safety practices;

8.1.4.11 Rude, discourteous, or abusive conduct or language to fellow employees, supervisors, customers, or members of the public;

8.1.4.12 Fighting, threatening, intimidating, or endangering a fellow employee, supervisor, or member of the public;

8.1.4.13 Insubordination or refusal to follow lawful instructions;

8.1.4.14 Theft, dishonesty or violation of business ethical or professional standards;

8.1.4.15 Inability or unwillingness to perform essential duties of the job, with or without reasonable accommodation, as appropriate, as outlined in the job description;

8.1.4.16 Carelessness, negligence, or other conduct which creates the risk of, or which causes injury to persons or to the property of the WSA, its customers, fellow employees, or members of the public;

8.1.4.17 Making false, vicious or malicious statements concerning a fellow employee, supervisor, customer, the WSA or its services;

8.1.4.18 Engaging in any form of harassment or intimidating conduct or behavior;

8.1.4.19 Falsifying or altering any WSA record or report, including but not limited to: application for employment, time worked records, expense reports, or providing misleading or fraudulent information to management orally or in written form;

- 8.1.4.20 Illegal or unauthorized entrance into the WSA property;
- 8.1.4.21 Behavior, regardless of whether on the premises or elsewhere which, in the judgment of the WSA, is:
 - 8.1.4.21.1 Indecent or immoral;
 - 8.1.4.21.2 Inconsistent with the image of the WSA;
 - 8.1.4.21.3 Casts the WSA in a bad light;
 - 8.1.4.21.4 Harmful to the WSA or its image.
- 8.1.4.22 Sleeping on the job or not using work time productively;
- 8.1.4.23 Abuse of lunch and other authorized breaks;
- 8.1.4.24 Utilization of any of the WSA's supplies, facilities, copiers, faxes, equipment, books, computers or other assets for personal use without permission;
- 8.1.4.25 Adding or introducing any software, information, or other materials into the WSA's programs, computers, software, and information systems without prior express permission from CEO;
- 8.1.4.26 Altering or making changes in or to the WSA's software, hardware, computer configurations or attempting to make any repairs to computers or the computer networking system without the express prior permission of the administrator;
- 8.1.4.27 Making false or misleading entries into any of the WSA's computers, records, books, files, employment documents, time records, payroll records, reimbursement forms or other business-related papers;
- 8.1.4.28 Making or receiving excessive personal telephone calls;
- 8.1.4.29 Engaging in any activity or business which creates an actual or potential conflict of interest with the WSA;
- 8.1.4.30 Failure to maintain a professional appearance or improper workplace attire;
- 8.1.4.31 Failure to report to appropriate management any suspicious, unethical, or illegal conduct by fellow employees, contractors, customers, suppliers, or visitors;
- 8.1.4.32 Breach of confidentiality policies, including encryption of sensitive information;

8.1.4.33 Failure to maintain required licenses, certifications, and other qualifications to perform his/her work; and/or

8.1.4.34 Failure to attend mandatory staff development sessions, staff meetings, and other meetings;

8.1.4.35 Smoking in unauthorized locations.

8.1.5 Disciplinary action for infractions may proceed as follows unless WSA determines, at its sole discretion, that a variation, acceleration of discipline, or exception is appropriate and are defined as follows:

8.1.5.1 Documented Oral Warning (Counseling) -To be used when the supervisor identifies a **negative performance or behavioral issue** and discusses it with the employee. The purpose of this step is to resolve problems quickly so further action is not necessary;

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8.1.5.2 Written warning - To be used when an employee has committed an act or a series of acts that ultimately may lead to further disciplinary action. This is often the second step of progressive discipline. Supervisors, when issuing a written warning will have a third-party witness, either HR or another supervisor, witness the disciplinary session.

8.1.5.3 **Final warning** or suspension without pay - Used when an employee has committed a major act or a series of acts subject to disciplinary action. The final warning may be given instead of a suspension. A suspension without pay may be set for a period of time ranging from one (1) day to one work week. During a suspension, an employee shall not be eligible to use or accrue PTO.

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8.1.5.4 Demotion - Used when an employee has committed a major disciplinary infraction or cannot perform the essential job duties, as outlined in the job description, with reasonable accommodation if appropriate, to the satisfaction of management.

8.1.5.5 Termination - Used when an employee has committed a major act, repeated acts for which prior disciplinary action has been taken, or for inability to perform essential job duties, as outlined in the job description, with reasonable accommodation if appropriate, to the satisfaction of management.

8.1.6 Disciplinary action may begin at any of the four levels indicated above depending on the circumstances and will follow progressive guidelines, as noted in 8.1.4.3, above.

8.2 GRIEVANCE PROCEDURES

WSA provides a procedure to settle grievances between the supervisory personnel and employees as quickly and, at as low administrative level as possible, to assure efficient work operations and maintain employee morale.

8.2.1 As part of WSA's commitment to open communication, employees are encouraged to ask questions and to inform their managers of work-related problems. Most problems can be and are resolved informally, but if attempts at informal resolution are not satisfactory, a formal Grievance process is available.

8.2.2 A Grievance may not be filed relative to the content of any job description or matters related to wage, salary and benefits. The only exception is if it pertains to the equal application of related policies and procedures.

8.2.3 Coverage: Regular full-time employees have full access to the grievance procedures. Temporary employees have limited access to the grievance procedures. They may go to the supervisor one step above their own supervisor using the informal grievance procedures for the resolution of employment problems, but do not have access to the grievance procedure relative to dismissal action. Terminated employees are not covered by this grievance policy. Employees terminated during the probationary period, or as a result of the formal evaluation made at the end of the probationary period, do not have access to the grievance procedures relative to their termination nor are the employees terminated during their probationary period.

8.2.4 If the Grievance alleges a violation of any federal or state statute, the grievance should be filed with HR for review. If the grievance is not resolved within five (5) days to the satisfaction of the employee, the matter will be forwarded to the CEO for review, whose decision shall be final (with exception of WIOA employees).

8.2.5 Time to Report: Issues should be dealt with as soon as possible to avoid an escalation of the problem and provide management with the opportunity to resolve the matter.

8.2.6 All grievances will be written, submitted within 10 days of the incident, and include the following items:

8.2.6.1 Name, position, date of hire, date of grievance;

8.2.6.2 Date the incident occurred;

8.2.6.3 A brief summary of the incident, including the reason why the grievance is being filed; people directly involved in the incident; witnesses;

8.2.6.4 Resolution requested.

8.2.7 Grievances that allege discrimination on the basis of age, sex, race, color, national origin, disability, religion, political affiliation or belief, and for citizenship or participation in programs funded under the Workforce Investment Act (WIOA) shall be processed in accordance with the WIOA rules, Subchapter F, Nondiscrimination and Equal Employment Act, 20 USC, 667.600-667.650.

8.2.8 In addition to the Grievance procedures set forth in 20 USC Part 660, and in accordance with the grievance procedures in 29 CFR, Part 37.70 et seq., 40 TAC 841.208 etc. establishes state procedures for resolving allegations of violations of the Federal Act in the operation of WIOA programs and activities. These procedures cover complaints alleging a non-criminal violation of the Federal Act and do not apply to complaints of discrimination. The State may waive specific provisions of this state grievance procedure upon the agreement of all parties. Complaints alleging a WIOA non-criminal violation shall be processed in accordance with WIOA rules.

SECTION IX - TERMINATION OF EMPLOYMENT

9.1 EMPLOYMENT TERMINATION

Termination of employment is an inevitable part of personnel activity within any organization. Below are examples of some of the most common circumstances under which employment is terminated:

9.1.1 Resignation – is a voluntary employment termination initiated by an employee.

9.1.1.1 An employee who desires to leave the agency in good standing will submit his/her resignation to his supervisor or to HR in writing and give at least a two-week notice of intention to leave the organization. Failure of staff members to give a two-week notice and managers of all levels to give four weeks' notice will make the employee ineligible for re-hire. Exceptions are at the discretion of the CEO;

9.1.1.2 Final paychecks will be directly deposited on the next scheduled pay day, can be picked up at WSA, or mailed to a specified address. It is the terminating employee's responsibility to keep WSA advised of his/her current mailing address for post-termination mailings;

9.1.1.3 Generally, an exit interview is scheduled with HR during the final few days of employment, to seek input about general working conditions and suggestions for improvement. See Policy 9.3 for details;

9.1.1.4 An exit checklist will be completed, and all equipment, keys, or other items provided by WSA will be returned and any financial settlement for equipment or special expenditures on the employee's behalf will be discussed and arranged.

9.1.2 Discharge – is an involuntary employment termination initiated by the organization. In accordance with the Texas Payday Law, final pay is due to the employee within six (6) days of termination.

9.1.3 Layoff or Reduction-In-Force – is an involuntary employment termination, initiated by the organization, not for disciplinary reasons. WSA has the right to lay off employees at-will, with or without cause, and at any time. See Policy 9.2 for details. In accordance with the Texas Payday Law, final pay is due to the employee within six (6) days of termination.

9.1.4 Retirement - is voluntary employment termination, initiated by the employee, who meets age, length of service, and other criteria for retirement from the organization.

9.2 REDUCTION IN FORCE

WSA may, as a business necessity, decrease the number of workers employed. The agency has the right to reduce its workforce at any time and will determine the functions and the most effective mix of job classifications and/or skills necessary for reduced operation. The CEO will notify the Board of any reduction-in-force.

9.2.1 A reduction in force is a decrease in the number of authorized employees or a decrease in the number of employees in a specific classification, resulting from discontinuing a service, organizational changes, functional reassignments of tasks, a reduction in funds authorized, or other factors deemed appropriate by WSA, at its sole and exclusive discretion, and is not considered a disciplinary action.

9.2.2 Whenever appropriate, employees in positions to be **eliminated** may be considered for assignment to other open positions in the agency, for which they are qualified, in the same or another department. This action, if it occurs, will be coordinated through the CEO, HR and the applicable directors.

Commented [KS119]: Eliminated sounds better than deleted

9.2.3 When a reduction in force occurs, after determining the functions most necessary to retain, WSA will utilize the following criteria, in descending order, to determine which employees will be affected, when more than one employee in the same position is considered.

9.2.3.1 Employees in the introductory period, during the first 90 days of employment or on performance probation while on an active Work Performance Improvement Plan;

9.2.3.2 If additional employees in the same position must be eliminated, the following criteria are considered:

9.2.3.2.1 Overall performance within the past 12 months, according to the most recent performance evaluation;

9.2.3.2.2 Written disciplinary record within the past 12 months;

9.2.3.2.3 Attendance/tardiness record within the past 12 months; and

9.2.3.2.4 Length of service according to the most recent period of continuous employment.

9.2.4 In the case of a reduction in force, no recall plan will be implemented.

9.3 EXIT INTERVIEWS

WSA will generally schedule exit interviews for all employees who voluntarily terminate their employment. Departing employee feedback is important.

9.3.1 The exit interview will afford an exiting employee the opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to WSA, or return of WSA owned property. Suggestions, complaints, and questions will be solicited.

9.3.2 Exit interviews are also utilized to identify positive and negative trends and to pinpoint areas for improvement and change within the organization.

EMPLOYEE ACKNOWLEDGMENT FORM

The Employee Policy Handbook describes important information about WSA, and I understand that I should consult with Human Resources regarding any questions not answered in this Handbook.

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Commented [KS121]: Changed from Human Relations to Human Resources

Since all the information, policies, procedures, and benefits described here are subject to change, I acknowledge that revisions to this Handbook, and all WSA's underlying programs, benefits, rules and policies, may occur. Any such changes will be approved by the CEO and will be communicated through official notices. I understand that revised information may supersede, modify, or eliminate existing policies, programs, rules and benefits.

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Furthermore, I acknowledge that this Handbook is neither a contract of employment nor a legal document. Employment with WSA is at-will and may be terminated by either the employee or employer at any time, with or without cause. No manager, employee, recruiter, representative, supervisor, agent, officer or director of the WSA, has any authority, power, or permission to change the at-will status of any employee or to enter into any agreement, oral or written, which changes the at-will status of an employee. Therefore, any representations, statements, promises, words, writings, or other actions by anyone employed or affiliated with WSA which purports or attempts to change the at-will status of any employee are void, unauthorized and without any effect.

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I have received this Handbook or have been given access to an electronic copy, and I understand that it is my responsibility to read and comply with the policies and procedures contained in this Handbook and any revisions made to it. With the exception of the at-will employment policy, I understand that revised information may supersede, modify, or eliminate existing provisions in this employee policy handbook, including any attachments referenced therein.

In the event any policy or guideline contained within this Handbook is in conflict with local, state or federal law, such law will prevail.

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Employee's Name (printed): _____

Employee Signature: _____

Date: _____

MEMORANDUM

To: Human Resources Committee

From: Adrian Lopez, WSA CEO

Presented by: LaVonia Horne-Williams, Procurement & Contracting Director

Date: August 13, 2020

Subject: Professional Employer Organization (PEO) Services RFP

Summary: Workforce Solutions Alamo (WSA) issues Request for Qualifications (RFQ), Request for Proposals (RFP), and Request for Quotes (RFQ) to acquire services and goods. Procurements are conducted in a manner which provides for full, open and free competition. The procurement of all goods and services for WSA is governed by the requirements and specifications outlined in the Texas Workforce Commission (TWC) Financial Manual for Grants and Contracts, Chapter 14, Office of Management and Budget's "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (Uniform Guidance (UG)) which is codified at Title 2, Part 200 of the Code of Federal Regulations (2 CFR part 200) and the Uniform Grant Management Standards (UGMS), Part III, Chapter 783 Texas Government Code.

Analysis: As an entity supported by public funds, WSA has a legal obligation to spend public funds wisely and prudently, to act in the public interest, to be transparent in its actions, and be accountable to the public. As the Director of Procurement and Contracting, the goal of my team is to ensure our department reviews all requests for purchases of goods, services, equipment, software, hardware, and subscriptions for best value.

A Request for Proposal (RFP) has been drafted to obtain a Professional Employer Organization (PEO) to provide Human Resources Services, Employee Benefits, Payroll Administration, and Risk Management Services. The tentative schedule for issuing the RFP is August 31, 2020 with responses due September 28, 2020. The proposals will be evaluated and scored. After the evaluation process, a firm will be recommended for award.

Fiscal Impact: \$55,000 budget

Next Steps: Complete RFP draft for review and approval before issuance on August 31, 2020.



SCOPE OF WORK

Workforce Solutions Alamo (WSA) is seeking responses from qualified Professional Employer Organizations (PEOs) who can demonstrate written evidence of past performance and business endeavors that align with the purpose, values, and vision of WSA, to provide exemplary cost-effective human resource service solutions and manage employee risks as outlined in this Section of the RFP. Vendors may submit for any, all or just selected portion(s) of the required services that are comprised in this RFP.

To ensure full coverage of all required service components and to promote collaboration among qualified organizations, Vendors may propose written subcontracting arrangements with other qualified partners as long as the qualifications and costs associated with such proposed subcontracts are clearly identified in the Proposal, and there is sufficient justification for the subcontract.

VENDOR QUALIFICATIONS

Qualified Vendors shall provide a written summary demonstrating exemplary past experience in expeditiously and efficiently providing the services of a Professional Employer Organization (PEO) to include:

1. Written evidence of past performance and business endeavors that align with the purpose, values, and vision of WSA.
2. Number of years the PEO has been in business. Indicate if the PEO is a State of Texas based corporation and whether it has offices in WSA's service area. Provide a copy of your State License. Indicate your Federal Employer Identification Number and if the PEO has been certified as a Historically Underutilized Business (HUB) Enterprise for the purposes of doing business with state government, include a copy of HUB Certification.
3. Membership in a National Association Organization to assure WSA that the PEO is current with industry developments. If not a member of a National Association Organization, you must explain how you stay abreast of industry developments.
4. Membership in Employer Services Assurance Corporation (ESAC), or provide information allowing WSA to assure its employees and employment taxes will be paid, and benefit payments will be assured in the event of payment default by the PEO.
5. Workers' Compensation Certification Program evidencing that the PEO's risk management program is meeting proven insurance industry risk management best practices to reduce work-related accidents and control losses.
6. Any additional Industry Recognized Awards/Certifications.
7. Identify the PEO's workers' compensation carrier, the rating of the carrier, how long the PEO has been with the carrier, and what coverage commitment the PEO has for the future.
8. Credentials and experience of the PEO's administrative, human resources, and risk management staff and indicate the average staff tenure and turn over with the organization.
9. Professional and client references, including bank and credit references. The PEO shall demonstrate that payroll taxes and insurance premiums have been paid consistently and timely.



10. Identify how the employee benefits are funded, indicating if they are fully insured or partially self-funded. Who the third-party administrator(s) or carrier(s) are and provide written evidence of the financial viability of these organizations.
11. Indicate if the PEO offers a Client Defense Program and up to what dollar amount will the PEO pay for legal fees for the defense of qualified employee lawsuits filed against WSA.
12. Indicate if the PEO offers Employment Practices Liability Insurance (EPLI) coverage. Identify the PEO's insurance carrier, the coverage per claim and overall aggregate, the deductible per claim. Indicate the type of claims included in the coverage.

Commented [AL1]: Will they offer their own legal counsel or do we take care of that?

Commented [LHW2R1]: It's asking them to tell us if they will offer this service.

Qualified Vendors shall describe their organization's financial viability with particular attention given to the Vendor's ability to continue in business for the duration of the contract period(s). The description should include an analysis of operation data for the last three (3) years and a trend analysis noting prospectively how the organization believes operations will continue based on historical results. The description should include the number of years in operation.

DESCRIPTION OF SERVICES AND DELIVERABLES

The Vendor and/or Vendors shall serve as a Professional Employer Organization (PEO) for WSA. Provide benefits, payroll processing, and serve as the employer of record for WSA which includes supplying statutory benefits such as employee tax withholdings, workers compensation, and employer unemployment tax withholdings.

The following are the services to be provided by a qualified Professional Employer Organization (PEO) for approximately 45 employees receiving payroll every two (2) weeks made through electronic deposits or through issuing checks:

A. Human Resource Management

WSA requires the Vendor to provide a detailed description of their human resource management services to include:

1. Personnel Consultation and Assistance (Hiring, On Boarding, Separation of Employment, Discipline)
2. Unemployment Claims Handling
3. Compliance with Employment Laws and Regulations (Americans with Disability Act, FMLA, etc.)
4. Employee Background Checks

B. Workers' Compensation/Safety

WSA requires the Vendor to provide a detailed description of their workers' compensation/safety services to include:

1. Workers' Compensation Claims Handling



2. Compliance with Workers' Compensation Laws
3. Investigation of Employee Claims
4. Fraudulent Claims Reward Program
5. Managed Care Program
6. Preparation/Compliance with OSHA Regulations
7. Safety Policies, training, assessments and Inspections

C. Employee Benefits

WSA requires the Vendor to provide a detailed description of their benefits to include:

1. Workers' Compensation Insurance
2. Reduce time spent procuring and administering employee benefit plans
3. Enroll employees in all benefit plans
4. Respond to employee benefit inquiries, claims and complaints
5. Multiple Preferred Provider Organizations
6. Health Insurance
7. Dental Insurance
8. Vision Care
9. Group Life and Accident Death & Dismemberment
10. Disability Insurance (Short Term, Long Term)
11. Prescription Card
12. Track Eligibility Dates for Benefits Conduct online Enrollments
13. Assume COBRA, HIPAA, ERISA Portability Compliance
14. HSA Plan
15. Employee Assistance Program
16. Availability of Ancillary Benefits (including but not limited to Life Insurance, Disability Insurance, Critical Illness Insurance, Accident Insurance, Hospital Indemnity Insurance, and College Tuition Benefit)
17. Flexible Spending Account Plan

D. Payroll

WSA requires the Vendor to provide a detailed description of their payroll services to include:

1. Report Hours
2. Computation and Preparation of Payroll
3. Cloud-based timecard system with payroll register
4. Job cost information downloadable to CSV (Comma Delimited) and payroll detail uploadable to Abila/MIP payroll system
5. Direct Deposit



6. Deductions for Child Support, Levies, Garnishments and any other deductions required by law
7. PTO request processing
8. Payroll register review before processing available
9. Employee expense reimbursements (Example: Mileage)
10. Withhold Income Taxes and FICA
11. Complete Quarterly Tax Filings
12. Complete W-4s, I-9s, and W-2s,
13. Payroll assistance
14. Employer Verification
15. Employee Earnings Records
16. Standard Reports list
17. Customized Reporting of Payroll Costs

E. Training Programs

WSA requires the Vendor to provide a detailed description of their training programs to include:

1. Schedule of Trainings/Seminars Offered
2. Cost to WSA to attend/participate Trainings/Seminars
3. Workers' Compensation/Safety Training and Assessment

F. Online Services

WSA requires the Vendor to provide a detailed description of their online services to include:

1. Time and Attendance
2. On-off boarding
3. HRIS custom fields
4. Employee Portal, Handbook, Forms, etc.
5. Access – Reporting, Data Change Requests, New Hire Enrollment and Payroll Entry
6. Online Yearly Benefits Enrollment
7. Online access for Employees to change/update their personal information easily and 24/7
8. Helpdesk availability

G. Others

Provide a comprehensive list of other service offerings that might be beneficial to WSA.

PRICE FOR PROFESSIONAL EMPLOYER ORGANIZATION (PEO) SERVICES

WSA requires the Vendor to provide detailed, itemized pricing for each service provided in this RFP to include all applicable costs and fees to WSA. The Vendor shall indicate the thresholds for changes in costs



and fees and whether it is an increased or decreased cost/fee. The Vendor shall indicate if there are any other costs to WSA.

1. Each bidder must develop and submit a line item budget for all services to be provided based upon past experience, information provided in this RFP, and anticipated fees. Itemize all applicable fees, detailing all elements including your company's fee for service for the following:
 - i. Calculate the total salary and applicable fees for the initial payroll, including salaries, fringe benefits, service fees, and all start up fees/costs.
 - ii. Calculate the total salary and applicable fees for subsequent routine payrolls, including salaries, fringe benefits, and service fees.
2. Provide a complete list of all fees.
3. Combined Rates for Services Provided
4. Provide an annual estimate for all fees based on the estimated annual number of 45 employees for 26 payroll cycles.

INSURANCE BENEFITS COST

The Vendor shall provide the following cost in their budget:

1. Carriers of and cost per employee per month for life/AD&D Insurance
 - a. Company Provided
 - b. Voluntary
2. Carriers of and cost per employee per month for Short and Long-term disability Insurance
 - a. Company Provided
 - b. Voluntary
3. Carriers and Cost per employee per month of Dental Plans using the data from the attached Census for assumed coverage for each employee
4. Carriers and Cost of Vision Plans per employee per month using the data from the attached Census for assumed coverage for each employee
5. Carriers and Cost of Medical Plans - must include at least one HDHP.
6. Provide cost per employee per month based on the data from WSA available per request only.
7. Ability for WSA to offset Medical, Dental and Vision.
8. Guaranteed rates for how long?

Additionally, WSA requires the Vendor to provide a sample of their invoice, itemizing applicable costs and fees to include the following; Employer Taxes:

- i. Social Security
- ii. Medicare
- iii. Federal Unemployment
- iv. State Unemployment



Selected firms will be identified based on the following criteria.

EVALUATION CRITERIA

1. Agency Overview - **5 Points**
2. Services - **40 Points**
3. Vendor Experience - **15 Points**
4. Fiscal Management Information - **20 Points**
5. Budget - **15 Points**
6. Required Documents - **5 Points**

TOTAL PROPOSAL SCORE 100 points

The highest scoring Proposal determined to be in the best interest of WSA, will be recommended to the Board for award.

Procurement Department

Contracts and Procurement

August 13, 2020



AmericanJobCenter®

**Professional
Employer
Organization
(PEO)
Services RFP**



American**Job**Center®



Professional Employer Organization (PEO)

What is a PEO?

- A professional employer organization (PEO) is an outsourcing firm that provides services to small and medium sized businesses/organizations.
 - PEO offering may include human resource consulting, safety and risk mitigation services, payroll processing, employer payroll tax filing, workers' compensation insurance, health benefits, employers' practice and liability insurance (EPLI), retirement vehicles (401(k)), regulatory compliance assistance, workforce management technology, and training and development.
 - The PEO helps by becoming a "co-employer." While WSA will maintain control and continuously "own" the employer-employee relationship, the PEO becomes "employer of record" for handling administrative and regulatory issues like payroll taxes.
-



Professional Employer Organization (PEO)

Tentative Schedule for PEO RFP:

Issue Date - August 31, 2020

Pre-Proposal Meeting – September 9, 2020

Questions Due- September 11, 2020

Response Deadline - September 28, 2020



Questions?



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