

**AGENDA**  
**INLAND COUNTIES REGIONAL CENTER, INC.**  
**BOARD OF TRUSTEES MEETING**  
**MONDAY, JANUARY 13, 2025 AT 5:00 PM**  
*Inland Regional Center*  
*Conference Center – **Board Room***  
*1425 S. Waterman Avenue*  
*San Bernardino, CA 92408*  
*or Via Live Stream at [Inlandrc.org/live](https://inlandrc.org/live)*

Call to Order/Ms. O’Connell

Minutes of November 4, 2024 Special Board of Trustees Meeting/Ms. O’Connell Action

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Public Input: Comments limited to 3 minutes per person. Action may not be taken on any item that is not on the Agenda. **In order to protect the rights of our consumers, comments should not include personal consumer information. If you have a specific issue or comment, contact your CSC or email your comments to [Btrustees@inlandrc.org](mailto:Btrustees@inlandrc.org).** You may also submit Public Input Comments electronically via [inlandrc.org/live](https://inlandrc.org/live).

Executive Director’s Report/Ms. Johnson Info

Director’s Reports/Directors Info

Committee Reports (Written Reports)

- |  |      |
|--|------|
| 1) Another Way/Ms. Gonzales              | Info |
| 2) Executive Committee/Ms. O’Connell     | Info |
| 3) Legislative Committee/Ms. Cummings    | Info |
| 4) Master Trust Committee/Ms. Miller     | Info |
| 5) Vendor Advisory Committee/Ms. Stewart | Info |

Old Business:

- |                        |        |
|------------------------|--------|
| 1) ARCA Board Delegate | Action |
|------------------------|--------|

New Business

- |   |        |
|---|--------|
| 1) 2025 Board Training Schedule/O’Connell | Action |
| 2) New Employee Handbook/Mr. Beckett      | Action |

- |   |        |
|---|--------|
| 3) Salary Schedule Update/Mr. Beckett                 | Action |
| 4) Approval of VAC Chair/Ms. Stewart                  | Action |
| 5) Worker's Comp Insurance/Ms. Steuwer                | Action |
| 6) Board Resolution for Retired Annuitant/Ms. Steuwer | Action |

#### Trustee Input

#### Closed Session

- 1) Legal Matters (In accordance with Welfare & Institutions Code Section 4663(a)(5))
- 2) Employee Salaries and Benefits (In accordance with Welfare & Institutions Code Section 4663(a)(3))

**Next Meeting: March 10, 2025**

**MINUTES OF NOVEMBER 4, 2024**  
**Inland Counties Regional Center, Inc.**  
**Special Board of Trustees Meeting**

**BOARD PRESENT:** Jay Connor; Carmela Garnica; Wes Head; Cynthia Jefferson; Mark Kendall; Alicia Lara; Theodore Leonard; Eric Naranjo; Maureen O'Connell; Briseida Ramirez; Rene Rojo; Gizelle Siojo; Teri Smith; Joshua Souder; April Stewart

**BOARD MEMBERS ABSENT:** Kiana Buffington

**DIRECTORS PRESENT:** Steve Beckett; Kurtis Franklin; Felipe Garcia; Eric Hamler; Lavinia Johnson; Don Meza; Merissa Steuwer; Vince Toms

**STAFF PRESENT:** Ruth Armstead; Coby Carwile; CJ Cook; Martha Garcia; Claudia Mora; Martin Morales; Monica Munguia; Estefania Pena; Mari Rodriguez

**GUEST PRESENT:** Sofia Benitez, 24 Hrs Home Care; Leah Castro, Parent; Giselle Franco, Interpreter; Leslie Pacholski, Parent; Tamar Zwick, Parent

**CALL TO ORDER:** The meeting was called to order by Ms. O'Connell at 4:02 p.m.

1. **18-Month IRC Performance Contract Report:** Mr. Cook provided an overview of the activities from the 18-month Performance Contract which included:
  1. Instructions on where to locate the contract.
  2. A financial overview of the two budgets:
    - a. Operations
    - b. Purchase of Services (POS)
  3. Efforts by the SAE team to reduce disparities.
  4. An overview of the demographics of individuals utilizing IRC services.
  5. A review of IRC's performance metrics.
  6. DDS audit findings.
  7. An overview of the following contract areas:
    - a. Disparity in Services/Service Access by Ethnicity and Age
    - b. Case Management Services
    - c. Employment Support
    - d. Individual and Family Experience and Satisfaction
    - e. Client living arrangements
    - f. Facilities serving more than six individuals

No comments or feedback were received.

**MINUTES OF NOVEMBER 4, 2024**  
**Inland Counties Regional Center, Inc.**  
**Board of Trustees Meeting**

**BOARD PRESENT:** Jay Connor; Carmela Garnica; Wes Head; Cynthia Jefferson; Mark Kendall; Alicia Lara; Theodore Leonard; Eric Naranjo; Maureen O'Connell; Briseida Ramirez; Rene Rojo; Gizelle Siojo; Teri Smith; Joshua Souder; April Stewart

**BOARD MEMBERS ABSENT:** Kiana Buffington

**DIRECTORS PRESENT:** Steve Beckett; Kurtis Franklin; Felipe Garcia; Eric Hamler; Lavinia Johnson; Don Meza; Merissa Steuwer; Vince Toms

**STAFF PRESENT:** Ruth Armstead; Coby Carwile; CJ Cook; Martha Garcia; Claudia Mora; Martin Morales; Monica Munguia; Estefania Pena; Mari Rodriguez

**GUEST PRESENT:** Sofia Benitez, 24 Hrs Home Care; Leah Castro, Parent; Giselle Franco, Interpreter; Leslie Pacholski, Parent; Tamar Zwick, Parent

**CALL TO ORDER:** The meeting was called to order by Ms. O'Connell at 5:02 p.m.

**MINUTES OF SEPTEMBER 9, 2024 BOARD OF TRUSTEES MEETING: 1. Motion made to approve the minutes of the September 9, 2024 Board of Trustees Meeting M/S/C Leonard/Naranjo.**

**PUBLIC INPUT:** Written statements were submitted.

1. Teresa Lindhardt, Family Member: I am tired of being treated like a dog. Every time I request something I'm sent on wild goose chases to produce denials that are not possible to produce. This takes my time away from my son, causes extreme stress and wastes time. Regional Center should be aware of what is possible and what is not possible. I am being made to feel that my son's life is not equal to a typical human life and he should not be in the community and does not deserve to be included in anything anywhere.
2. Leah Castro on behalf of son Joseph: Leah has done intake , due to recent crisis 3 weeks ago Joseph ran away and was missing for 18 hours. CPS told Leah to walk into irc for immediate help. Instead she filled out intake and came to the BOT meeting. She needs immediate help, it is a life or death situation and she cannot wait the typical 10-12months it takes irc to start up supports and services. She also needs expedited lanterman eligibility assessment due to the severity of the crisis which again is life or death of her son Joesph. There is a cps and police report that are not completed yet. Leah fears and senses Joseph is going to attempt to run away again soon - it is imperative they are set up with irc immediately.
3. Rachna Kapoor, Parent: Good afternoon, I'd like confirmation it will be read aloud and if irc refuses to read it than I give Leslie pacholski permission to read it. My speech: I'd like to know why navigating this system is so hard? Why irc can't make tutorial videos for first time set up online portal for diaper reimbursement for families? Why there isn't any

assistance? I still haven't received reimbursement and it's been almost a year because there wasn't any help how to set up the account or who the vendor is? When IRC hires CSC trainee they provide 6 months of training to get familiar with system and when it comes to families to help accessing the system, there is absolutely no help. In meantime we are waiting for our reimbursement for months. I still haven't received any update on evacuation reimbursement other than it has been approved. I've a question for everyone, I'm sure you all get paid on time. We all expect to get paid on time, so why families aren't paid on timely manners when it comes to reimbursement, why it's such a long process? Why this system is so broken when it comes to assisting families with disability? What is the regular timeframe for a case worker to get back to a family? Thank you and hoping my speech will be read in the meeting. Best wishes Rachna Kapoor

4. Nolan Hoyer on behalf of Toby Hoyer: My name is Nolan Hoyer and I am the father of three children: An 11-year-old with severe Autism, a toddler and a newborn. We felt obligated to appear at this meeting even though it will be extremely hard as we have a newborn, a toddler, and a child with a severe disability that my wife is currently taking care of. I will attempt to be brief as there is no telling how long I will be able to speak up here before I am needed. These are our experiences with the regional center and it's employees. Jonathan had originally responded manipulatively when we requested the cubby bed and explained the need, they made it seem like we could either get self determination going or could get the cubby bed and deciding to get one would delay getting the other. Our personal assistant hours have been great to have, as we have been able to attend church for the first time in a very long time. However, our son's needs exceed the amount of hours that we have, so we requested more hours for Personal Assistant and our request was met with threats and manipulation by Elizabeth Flores, a supervisor at IRC, who stated that they might reduce PA and respite hours since we were going to get a cubby bed...which was paid by insurance, and not the regional center. She assumes that we can leave the house with him unsupervised because he is in a restraint. This is dangerous and illegal and flawed reasoning. IRC employees must be held accountable to such awful threats and manipulation. I am grateful that we didn't just listen to her like countless others undoubtedly have when she tells them such things. Every interaction that we have with the regional center is depicted like we are pulling teeth to get any of the services that we qualify for and even then it takes a very long time to get things going. The only reason the regional center started taking action on the cubby bed is because we had a speech read at the last board meeting. We did this despite the fact that my wife went into labor a few days later. We really had no time to be writing for a board meeting but felt it was that necessary since things just don't get done in a timely manner if at all. When we ask for resources, we are met with a response that is characterized by manipulation and threats. When we get a needed service, it is met with threats to take it or something else away. Yesterday we got to go to church for the first time in a very long time thanks to having a personal assistant. Although the assistance has been great, I am using the budget self determination budget quickly as PA services provided by a qualified individual are hard to find and must be well compensated to ensure their continued employment. Please show me that the regional center is there to help people in need and change the manipulative threatening methods and be a service to the community instead. Thank you for your time.

5. Megan Stafford on behalf of Caiden Stafford: Megan Stafford on behalf of Caiden Stafford: I cannot be there in person today due to having to work today. In my absence, I would like to provide this public comment to be read out loud at Nov. 4<sup>th</sup>'s meeting. Caiden is my sweet 4-year-old, autistic nonverbal child who loves to submerge himself in paint, loves nature, shows his excitement with music with imitation, loves books, and is assertive in what he wants and does not want. IRC has approved horse lessons once a week for 30 mins., swimming once a week for 30 mins, nature pod which is a 6 week program five times a year for two hour sessions, and indoor sensory gyms under social recreation. Caiden has a wonderful OT at school, who is a blessing with every kid she works with. She is passionate and on point with what she does and was born to be an OT. As of recent she's discovered Caiden has Symmetrical Tonic Neck Reflex (STNR). With STNR, primitive reflexes are not properly integrated, and it can negatively impact occupational performance and behavior of children. STNR can result in the presence of sensory overload and social/emotional immaturity, which negatively impacts autistic children like my son, Caiden, and is a sign of a retained STNR. Rocking climbing is used to design climbing routes that require autistic children like Caiden to use both hands and feet simultaneously, incorporating symmetrical movements to address a retained STNR. This promotes synchronized coordination of the upper and lower body, which enhances greater integration of the STNR reflex. A study from 2016 from the National Institutes of Health notes, "Retained primitive reflexes can disturb natural development and involve difficulties in social, educational, and psychomotor development." Typical childhood activities such as: playing with peers, running and jumping, learning to read and write, self-care tasks, and many more can be impacted by retained primitive reflexes. His OT whom he sees multiple times a week, which is documented, is recommended he begin rock climbing immediately. This documentation of OT's direct recommendation (again this info was shared with IRC multiple times) was shared with IRC a couple times. OT explained this could impair him with sports in the future and we had a year until his cartilage fuses together to work towards asymmetrical movements to work on his STNR. With OT's direction, I am doing spine exercises daily with Caiden, twirling him with high-fives, and spinning in air just to help towards his goal after OT's recommendation. As the Mother, I researched local rock climbing companies, sought out a special needs couch, and had a trial run (paid out of pocket) where Caiden got to

experience rock climbing. He even listened to direction and stepped into the harness himself and was so excited. I requested that rock climbing be reimbursed through the social recreation program which was quickly denied by IRC via email with NOA to come later. I then requested rock-climbing as a non-medical therapy, which did not appear to go through the same process. To my point, 7 days later after social rec. rock climbing was denied and 7 days after I requested what was needed for non-medical, I got the NOA which mentioned the social reimbursement being denied, but now the non-medical therapy denied too. The non-medical denial had no in-depth details to that point within the body of the NoA. To clarify, Caiden has had NO non-medical therapies reimbursed from IRC to date. This process and timeline seemed very strange to be pointed to a NoA from my case manager after not being able to request it as a non-medical with a formal process. Again, this is not something I wanted for Caiden, but this is something he NEEDS. I went to depths, while I am a working Mom, to make time for him to be able to do this. I have provided details to IRC for why this non-medical therapy of OT recommended rock climbing does not overlap the other social recreation activities he's currently approved for and doing. I cannot go through the appeals process as I take a chance that rock climbing can be denied for a year with IRC which would defeat Caiden's timeline on working on his STNR. I hope to be in person in the next meeting. As a Mom, it is Caiden's best interest for me to keep submitting this public comment until we can come to an understanding for why Caiden is not deserving of this non-medical therapy, something that is recommended to enhance his disability especially later in life versus hindering it without the proper interventions with therapies in place early on such as rock climbing. Since his OT has discovered the STNR and thus has been focusing on it, he has tried to become more verbal and he is attempting to focus on more recognition with touch and/or direct eye contact, which is something he's never done before this has been focused on.

6. Tamar Zwick on behalf of children Marcello and Talia: I am addressing you as the single mother of two IRC consumers with autism. Last year my son was in crisis- I reached out to regional center for help with where to turn next, resources, anything, and all I was offered at the time was 4 extra hours a month of respite, after my original emails went unanswered. I was told IRC does not have crisis intervention services, which I have eventually learned was incorrect, and that there is nothing they can do to help. After going to mediation IRC finally agreed my son would qualify for SIT services/ behavioral respite. But- and this is a big but- there are no service providers who are willing to take the irc contract for SIT. Upon receiving my budget for sdp it is clear why. IRC reimburses sit at an abysmally low rate, lower than

traditional PA and approximately half of what other regional centers pay for an equivalent service. How can you justify such a low rate, which no one will accept, leaving your highest behavioral needs clients and their families without services? It has taken us 3 years to get him into occupational therapy which can appropriately help with his sensory and emotional regulation and he's doing so good with it now, but we only have coverage until January, at which time I wouldn't be surprised if irc takes it away again. The process to get reimbursed for OT is arduous and I'm left paying out of pocket and waiting multiple months for irc to reimburse me the funds- we are switching to self determination in December after being in the process for 18 months yet irc is saying my family will still have to jump through these extra reimbursement hoops. Other families do not have to go through this step, I'm not sure why everything seems to be more difficult with mine. I work as a provider in a pediatric emergency room, and previously worked as an emergency mental health provider. Every day I see children similar to mine whose parents are burnt out and have no where left to turn, and I am terrified each time that that could be us. Our only support is my elderly mother and when she is no longer able to help I have no idea where we will turn. We don't have a circle of supports, and the transition process to SDP to get more supports has taken 6 months longer than other families, simply because of IRC's delays with my children I'm hoping IRC will hear my concerns and evaluate how services are offered to higher needs behavioral clients- including increased compensation for SIT services to allow for providers who will accept the service, and offering crisis intervention services to families in desperate need. Police intervention is not the answer- we don't need any more dead children as the recent high profile shooting of an autistic child in San Bernidino county, we need supports.

7. Leslie Pachokski on behalf of Elijah Linehan: Hello it is great to see you here again To go over the last 18 months, as most of you here might already know, we had a very rough start when connecting with IRC for supports and services after my son was found eligible under the Lanterman act. To sum it up; it was traumatic, stressful, agonizing, grueling, torturous, and excruciating misery to have to fight a public entity such as IRC (who exists solely to support individuals like my son on this journey) so hard for my developmentally disabled son to receive the supports and services he's entitled to and deserving of. I cannot recall a time in my life where I've been so distraught while sacrificing my health, mental, emotional, and physical states to gain approvals for supports and services I knew my son needed and is deserving of according to the Lanterman act. From denials with no merit, to mediations and hearings..which based off statistics and my own personal experience, are set up to fail the consumers, to endless emails of IRC not willing to explain things like the vendorization process, or the e-billing process, no matter how many times I asked the same questions 10 or more times. My son is worth these sacrifices and I'd do it a million times over if it meant it'd benefit him. Fast forward to today, and the last few months; after attending multiple BOT meetings, someone here decided to put Mr. Eckrich in contact with me. He has been the first and only sense of hope I've felt when working with IRC on behalf of my son, and now on behalf of our friends who are equally deserving. It wasn't an easy road to get to Mr. Eckrich, and I'm not sure why that is. Although he and I might not agree 100% on everything, He has been welcoming, informative, understanding, and he listens. None of these qualities were experienced prior to meeting him when dealing with others from IRC. In September my son and I were faced with a



traumatic mandatory evacuation due to the airport fire burning directly behind our home. At my request, my son's coordinator and her supervisor checked to see if irc offered any type of emergency assistance for this. The supervisor came back responding in email that irc was willing to reimburse for the 5 day hotel stay we faced financial burden with, which was a huge blessing. I was asked to provide proof of payment which I provided to irc. This was back in September and I have not received any update on the status of this emergency assistance reimbursement irc stated in September they'd assist with. After my son's most recent IPP meeting which was recorded, I was told I did not communicate certain issues during the meeting. I did communicate certain issues and was able to prove it based off the recording of the meeting I transcribed. This is one example of the awful listening and documenting skills of the coordinators and even their superiors, ultimately hurting our loved ones who are consumers. For this meeting today, irc posted on their social media pages ONLY information about the 18 month performance report meeting. There was zero information that a "regular board meeting" would take place at 5pm, after the 18 month performance report meeting which began at 4pm. This is another example of IRCS lack of transparency and desire to effectively communicate to consumers and their families for meaningful involvement from families and consumers. Unfortunately, so many other consumers and their families are facing the same roadblocks we were before being connected to Mr Eckrich. I can assure and would like to remind you all- this is unethical and unfair to them. I will continue to use my voice for them until we see the changes in place that need to happen to this broken system. Mr. Eckrich is one person, surely, other individuals at IRC should take his lead. This way consumers could be heard for what they know will benefit and enhance their lives... hopefully without a fight. I will remain eternally grateful for having someone like Mr. Eckrich in my son's life along this journey. He has made so many things happen for him and my son is living his best quality life thanks to Mr. Eckrich's listening and understanding. SDP has been a wonderful program for my son and our family. Thank you, Mr. Eckrich. In the last meeting, I discussed Amy and Ezzy with you all, in addition to Amy speaking on her son Ezzy's behalf. Although they've only received one approval so far out of numerous requests, after working with Mr. Eckrich, I am hopeful more approvals for services and supports will be coming in their near future. Amy submitted September receipts to elevate portal for bowling, and has not received reimbursement despite reaching out to her coordinator for updates but it should be noted here today with you all that many like Amy are not being reimbursed via elevate. I look forward to updating you all at the next meeting in January. In addition to what I've mentioned, I'd like to go over some concerns which IFs, person centered planners and the SDP community is facing. -DDS directives in July stated that the compensation for Independent Facilitators would be changing later this year and RCs were tasked with finding an FMS to vendor under 099-PDS for IFs to work as a non-vendored sub code of Participant Directed Supports. -The deadline for 'option 1' for IFs to be paid under 024 reimbursement up to \$2500 for pre-transition supports expires soon with the direction not to accept new clients after 11/1 under this payment structure.

Which eludes at barriers for consumers being helped with entering SDP. -The remaining payment options for IFs still allow 024 payments for PCPs only, but would leave many consumers with a PCP and no supports through budgeting and developing a spending plan. These barriers equate to the reality that consumers will not be to transition into SDP with proper guidance and supports from IFs. -Other RCs have taken the initiative to extend the 024 option while waiting for further guidance from DDS since many have yet to vendor an FMS for 099-PDS. -IRC has not said anything other than that they continue to try to locate an FMS, but there are no intermediate plans for IFs who do not have an individual 099 vendorization number to be paid for pre-transition supports. -IRC relies on the expertise of high quality IFs to assist clients wishing to transition to SDP, but most IFs would not be able to indefinitely donate their time without an agreement as to payment. DDS has not terminated funding for IFs so there needs to be a clear explanation as to how an IF can bill for their time until this is sorted out. Aside from this, and lastly, I have a ROI to discuss the following consumer, who is in my son's class, in which I see this consumer daily and often at out of school hours as well. Caiden is a 4yo autistic nonverbal child who loves to submerge himself in paint, shows his excitement by doing the cutest happy dances with imitation, loves books, and is assertive in what he wants and does not want. The family is grateful that IRC has approved equine therapy once a week for 30 mins., swimming once a week for 30 mins, nature pod which is a 6 week program five times a year for two hour sessions, and indoor sensory gyms -all of these are approved under social recreation. Caiden shares a wonderful OT at school with my son, who is a blessing with every kid she works with. She is passionate and on point with what she does and was born to be an OT. As of recent she's discovered Caiden has Symmetrical Tonic Neck Reflex (STNR). When primitive reflexes are not properly integrated, it can negatively impact occupational performance and behavior of children. STNR can result in the presence of sensory overload and social/emotional immaturity, which negatively impacts autistic children like Caiden, and is a sign of a retained STNR. Climbing walls are used to design climbing routes that require autistic children like Caiden to use both hands and feet simultaneously, incorporating symmetrical movements to address a retained STNR. This promotes synchronized coordination of the upper and lower body, which enhances greater integration of the STNR reflex. A study from 2016 found that, "Retained primitive reflexes can disturb natural development and involve difficulties in social, educational, and psychomotor development." Typical childhood activities such as: playing with peers, running and jumping, learning to read and write, self-care tasks, and many more can be impacted by retained primitive reflexes. His OT whom he sees multiple times a week, documented (all in caps) recommend that he begin rock climbing immediately. This documentation of OT's direct recommendation (again it was all in capital letters to begin rock climbing immediately) was shared with IRC a couple times. The OT even noted that she had done a trial run and along with OT's recommendation, OT explained to Caidens parents that this could impair him with sports in the future and that they had a year until his cartilage fuses together to work towards

asymmetrical movements to work on his STNR. Caiden's mom is doing spine exercises daily with Caiden ever since, she practices with him spinning with high-fives, and spinning in air just to help towards his goal after OT's recommendation. Caiden's Mom requested this as social recreation which was quickly denied by IRC. She then requested it as a non-medical therapy which did not appear to go through the same process, as the initial NOA denied both days later after requesting the non-medical. The NOA did not even include reasons for why it was denied as a non-medical therapy which seems strange. According to Caiden's mom who knows him better than anyone else, this is not something she wants, this is something he NEEDS. She found a special needs coach at a local rock-climbing gym and even did a trial run with Caiden before making the request to irc. Caiden was excited to try it out, he did well for his first visit and even listened to direction on getting the harness on from the coach. I have provided details to IRC for why this non-medical therapy of OT recommended rock climbing does not overlap the other social recreation activities he's currently approved for and doing. The appeals process is a nightmare and it's in Caiden's best interest for me to keep showing up here until we can come to an understanding for why Caiden is not deserving of this non-medical therapy, something that is proven to enhance his disability especially later in life versus hindering it without the proper interventions with therapies in place early on such as rock climbing. Since his OT has discovered the STNR and thus has been focusing on it, he has tried to become more verbal and he is attempting to give people such as myself recognition with touch and/or direct eye contact, which is something he's never done before this has been focused on.

**EXECUTIVE DIRECTOR'S REPORT:** Ms. Johnson reported the following: 1. As of September 30, 2024, IRC reports a total of 53,646 consumers. 2. IRC currently employs 1,289 staff of which 849 are in case management. IRC's caseload ratio overall is 63 to 1. 3. IRC held IRC's Fall Festival on October 19<sup>th</sup>. Thank you to CJ Cook and the Community Engagement unit for their hard work putting on this successful event. 4. Upcoming Events: November 16<sup>th</sup>, The Community Engagement unit will be collaborating with ASI and SB County Sheriffs Department to raise safety awareness and provide opportunities to engage with public safety; November 23<sup>rd</sup>, Another Way will be hosting a Thanksgiving Food Basket give away to 100 families; December 2<sup>nd</sup> we will be holding IRC's Annual Award Ceremony here at IRC; December 3<sup>rd</sup> the ICF unit with the support of Sharon Barton, In-Roads will be hosting a Holiday Breakfast for some of our ICF consumers; December 9<sup>th</sup> we will have our Annual Board Holiday Dinner; December 11<sup>th</sup> Another Way Annual Toy Drive.

**DIRECTOR'S REPORT:** Question for Don Meza: Mr. Kendall had a question under Work and Programs of his report regarding the subminimum wage positions ending 12/31/24. How big of an impact on our clients and what does it mean for our community? Mr. Meza stated that it has been challenging but it is a new option and opportunity for our consumers. We only have 100 consumers left and we are getting them into different daytime activities.

## COMMITTEE REPORTS:

1. **ANOTHER WAY:** Ms. Gonzales submitted a written report. No questions from the Board.
2. **EXECUTIVE COMMITTEE:** The notes from the September and November Executive Committee Meetings were included in the Board Packet. No questions from the Board.
3. **LEGISLATIVE COMMITTEE:** Ms. Cummings submitted a written report. The Board had no questions.
4. **MASTER TRUST COMMITTEE:** Ms. Miller submitted a written report. The Board had no questions.
5. **VENDOR ADVISORY COMMITTEE:** No Report.

## NEW BUSINESS:

1. **APPROVAL OF VAC COMMITTEE MEMBERS:** Ms. Stewart is requesting the Board to approve the 3 new committee members: Sofia Benitez from 24hr Home Care, Robert Guzman from Shella and Lorraine Von Deauxpletter from Mainstream Tours. **2. Motion made to approve the 3 new Vendor Advisory Committee members M/S/C Leonard/Souder.**
2. **CONSERVATORSHIP LIASION POLICY:** Mr. Beckett stated that this process was written into statute where DDS has been appointed as the conservator of the person or a state of a person. The obligation of conservatorship can be passed down to the regional center to act as the delegated conservator. There are 28 cases where DDS is conservator and has delegated these cases to IRC. IRC also has 27 cases where they were directly appointed to IRC. We will no longer be authorized to accept direct appointments. We have created a new position that will handle these cases. We developed a policy that needs to be approved by the Board. **3. Motion made to approve the new Conservatorship Policy M/S/C Souder/Lara. Mr. Kendall and Ms. Stewart abstained.**
3. **ARCA BOARD DELEGATE:** Mr. Beckett would like to submit a proposed amendment to the Bylaws to recognize the ARCA Board Delegate position. The next ARCA meeting is in January. The Board will need to appoint the new delegate by January. The Executive Committee can appoint a new delegate or the Board can create an Ad-Hoc Committee to do so. The Board decided to have the Executive Committee appoint the new delegate.
4. **SALARY SCHEDULE UPDATE:** Mr. Beckett presented 8 new positions that were created and would request these positions be approved retro back to July 1, 2024. **4. Motion made to approve the 8 new positions effective July 1, 2024 M/S/C Rojo/Leonard. Ms. Stewart abstained.**
5. **WORKER'S COMP INSURANCE:** Ms. Steuwer is requesting that the board give the Executive Committee the authority to approve the Worker's Comp Insurance effective January 1, 2025. We don't have the final quote from our broker yet. Broker is anticipating a premium of somewhere between \$680,000 and \$725,000. Current premium is a little over

\$580,000. The increase in premiums is due to employee growth. **5. Motion made to authorize the Executive Committee to approve the Worker's Comp Insurance effective January 1, 2025 M/S/C Rojo/Souder.**

6. **CPA AUDIT FOR FY ENDED 6/30/24:** Ms. Steuwer stated per our contract and regulations IRC is required to change CPA auditors every 5 years. CPA auditors from Harrington ended their 5 year contract with IRC has ended. We have contracted with Windes who were IRC's auditors 7 years ago. According to our contract, the CPA contract needs to be finalized by March 31, 2025.
7. **APPROVAL OF ANOTHER WAY'S 2024-25 BUDGET:** Ms. Lara presented Another Way's 2024-25 budget and requested a motion to approve. 6. Motion made to approve Another Way's 2024-25 budget as presented **6. Motion made to approve the Another Way's 2024-25 budget as presented M/S/C Rojo/Souder.**

#### **TRUSTEE INPUT:**

Mr. Rojo: Would like to thank Beth Burts from Autism Society for allowing him to participate and promote her events. Appreciate her allowing him to share information on some of her events. For also helping out IRC with CJ and his crew with events. He really enjoys giving back to the community.

Ms. Siojo: Wanted to share she broke her toe and injured her ankle and missed coming to the Board. If she is able to continue to come back she will. She likes talking to people. Thank you Lavinia and Don for allowing her to come back.

Eric Naranjo: This is going to be his last meeting. He is taking a mandatory one year leave of absence from the Board before he can decide if he wants to come back. Not sure if he will renew or not I has been very nice serving along the Board. My mother was actually the one who proposed for me to serve on the Board. I'm sure she is looking down on me now. Thank you.

Ms. O'Connell adjourned the meeting at 5:49 p.m. to go into Closed Session. Closed Session was called to order at 5:58 p.m.

The Board reconvened the meeting at 7:00 p.m. The Board acted on salary and litigation matters.

Meeting adjourned at 7:02 p.m.

Sincerely,

Alicia Lara  
Board Secretary

Sandra Guzman  
Assistant Secretary

**MOTIONS FOR THE NOVEMBER 4, 2024 BOARD OF TRUSTEES MEETING:**

**1. Motion made to approve the minutes of the September 9, 2024 Board of Trustees Meeting M/S/C Leonard/Naranjo.**

**2. Motion made to approve the 3 new Vendor Advisory Committee members M/S/C Leonard/Souder.**

**3. Motion made to approve the new Conservatorship Policy M/S/C Souder/Lara. Mr. Kendall and Ms. Stewart abstained.**

**4. Motion made to approve the 8 new positions effective July 1, 2024 M/S/C Rojo/Leonard. Ms. Stewart abstained.**

**5. Motion made to authorize the Executive Committee to approve the Worker's Comp Insurance effective January 1, 2025 M/S/C Rojo/Souder.**

**6. Motion made to approve the Another Way's 2024-25 budget as presented M/S/C Rojo/Souder.**

Director Adult Services

January 2025

Respectfully submitted by Don Meza

**Adult Services Team Update:** The adult services team continues using a hybrid model of service. The CSCs are required to be in the office one to two days per week otherwise they are working in the field, or from home. The program managers have been asked to be in the office at least two days per week. The CSCs share office space and/or can drop in and schedule themselves to work in the office on days when their peers are working remotely. The case management teams have been completing in-person visits with consumers in a conscientious and safe manner. The focus of in-person visits has been with consumers residing in Board and Care, Specialized Facilities, Skilled Nursing Facilities, and for independent consumers with Supported Living services. In Adult services there are currently 12 case management teams with approximately 240 service coordinators that cover the two-county catchment. As we grow, we continue to add new staff which has resulted in smaller caseload ratios for the CSCs (a very good thing).

**Work and Programs:** Adult consumers continue to return to daily activities through “traditional” services. The consumers and families maintain the option, if requested, to continue receiving remote services until 6/30/2025. We finalized our yearend efforts to comply with the subminimum wage transition required by the HCBS Final Rule. Consumers and families were informed that all subminimum wage positions would end effective 12/31/2024. The CSCs completed IDT meetings with consumers at their programs to determine which work options would be best for them in the future. Many of the consumers have transition to “layered” program services which can combine paid work and community activities. All consumers involved with “workshops”, can no longer be paid subminimum wage for their work effective January 2025.

**The Intermediate Care Facilities (ICF) Unit** had a Holiday event at IRC for their consumers on December 3, 2024. The event was very well attended and enjoyed by several hundred consumers from Intermediate Care Facilities. “Santa” made an appearance and there was a photo booth, music provided by George, our in house D.J., and great food available to all. The consumers and staff all had a wonderful time!

**Senior Services Highlights:** Our Senior CSCs assist consumers and their families in obtaining referrals to medical professionals for common diseases of the elderly. There are referrals to endocrinologists for diabetes; rheumatologists for arthritis; cardiovascular specialist for cardiovascular disease. The most prevalent concern with a good majority of IRC Senior consumers is dementia and/or Alzheimer's Disease. Another issue that can create major change of lifestyle in a senior's life is their susceptibility to falls; and their inability to recover from falls. Their homes are always checked for safety hazards. One of the main contributors to falls is having “throw rugs” or “hoarding” conditions in their homes.

The Senior team frequently works in collaboration with APS; Age Wise; Family Caregiver Support; and the Public Guardian. The agency that they most often interact with is “In-Home Supportive Services”. An effort is made to create support systems from generic resources along with IRC's vendors, such as SLS, ILS, Nursing vendors, Respite vendors, and representative payee services.

The IRC Senior Units also work closely with the “IRC Clinical Team” for things such as medication management; dental services; and at times, medical anomalies that require a team of medical professionals to review and guide CSCs to referrals to appropriate medical professionals.

IRC Senior Units are also available to offer emotional support and at time, financial assistance through “Another Way” for burial funds when the consumer and/or family have no funds.

# Inland Regional Center Children's Services

## January 13, 2025, IRC Board of Trustees Report

Submitted by Felipe J. Garcia IRC Director of Children's Services

Greetings, as of January 01, 2025, we currently have 26,054 clients in Children's services. We continue to hire replacements as soon as possible to ensure that consumers have an Early Intervention Services Coordinator (EISC) or Consumer Services Coordinator (CSC).

Children services continue to grow and is constantly being assessed to address the needs of our consumers. As previously reported, we were approved to hire two additional Program Managers for the Riverside and San Bernardino County. We successfully hired two staff, mentioned below.

- At the upcoming Job Fair, we will be looking to fill up to 66 additional positions across Early Start, Preschool, and School age units

### Early Start Units

We currently have ten Early Start Units (five in Riverside and five in San Bernardino). We continue to have Case Management growth positions for Early Start as we work towards hiring to meet the established requirement of 1:40 cases per EISC. Hiring is a continuous task since we continue to average more than 750 new referrals per month for both counties combined. Starting January 2025, Early Start will begin realigning client IFSPs with their birth month. This will help case management tracking and coincide with Eligibility Review assessment, transition, and transfer timelines. Training and implementation for Provisional Eligibility in Early Start will also begin in January 2025.

### Preschool Units

Preschool Services welcomed two new managers, Beatriz Real for San Bernardino County and Stacy Shearer for Riverside County. We now have seven Preschool Units (four in Riverside County and three in San Bernardino County). Unit restructuring will begin within the first quarter of 2025. Hiring Case Managers continues to be a priority for the Program Managers who oversee the Pre-School Units (ages 3-6). We continue to hire to meet the established requirements of 1:40 cases per Consumer Services Coordinator (CSC).

### School Age Units

We currently have nine School Age Units (five in Riverside and four in San Bernardino). School Age has been authorized additional growth positions, and we continue to interview and backfill. Case transfers at age 14 continue.



**Intake and Clinical**  
**Board of Trustees Quarterly Report**  
**January 13, 2025**  
**Respectfully Submitted by Vince Toms**

Since taking over Directorship of the Clinical and Intake Units in August of 2024, there have been several changes made to provide a more effective and efficient form of customer service to our community, families and clients. When assessing the large numbers of intake cases currently waiting for review and determination, several issues were identified for the backlog. The main issue is that when the Covid-19 shutdown came, the Department of Developmental Services (DDS) recognized that they had to think and act differently, so they made the decision in April of 2020 to open the system up to what was called provisional eligibility. The main change was that people could apply and be accepted for services based on new and easier to access standards of eligibility. Essentially it opened the regional center system to a much broader number of clients. It was also done with no additional funding or systematic guidance for the various regional centers.

Other issues compounding the backlog created by this new eligibility standard were the lack of additional staff for intake and clinical, the utilization of technology platforms that were never reviewed or updated, lack of systematic planning and coordination of efforts to meet the new standards and simply being challenged with having to work and think differently in the changing environment. Several key changes are being planned and created with full implementation beginning in March of 2025.

Goals of program redevelopment:

1. How to reshape eligibility review, so the psychologists touch a case only once. Streamline current processes.
  - a. Several new processes have been discussed and put in place to effectively move cases in a linear manner. Internal staff will be used in the Early Start program, once trained by our team of psychologists, to move eligibility cases that are provisionally eligible to caseloads and not wait for a psychologist to review.
  - b. We will be using a new calvary of vendors to assist with adaptive skills testing, diagnostic testing and social assessments to also move cases more efficiently.
2. How to increase staffing levels to meet the backlog and current/future needs.
  - a. Provisional Eligibility is not going away, so we will be hiring an additional case management unit to begin taking those cases in the Early Start and those in the backlog, post assessment and getting them services sooner.
  - b. Ten additional staff have/will be hired for the Intake Unit. Six additional staff have/will be hired for the Clinical Unit.
3. How to use a technology platform as a single source of information and data storage.

- a. Currently outdated drives hold most of our intake information and it is not the most effective way to navigate. Our Information Technology Division will assist us in creating specific Intake and Provisional Eligibility pages on the Atlas platform.

There are several more specific areas of need that will need to be addressed, but creating more efficient and effective processes, introducing more staff and upgrading our technology platform will be the beginning of our work on decreasing the backlog which has been building for the last few years. Updates will be provided as we progress.



## CURRENT PRIORITIES

- Continuing Atlas improvements
- Onboarding new IT staff
- Supporting IRC staff



## DIVISION MANAGERS

**Case Control**  
Denise Adame

**Communications**  
Sandra Guzman

**Information Technology**  
Marc Rinebolt

**Facilities, Office Services &  
Procurement**  
Gabriel Ortiz

# IT AND ADMIN SERVICES

## ADMINISTRATIVE SERVICES

The Administrative Services has been working diligently to continue to meet the needs of an ever-growing IRC. Our biannual fixed asset inventory was efficiently completed in November. Thanks to the impressive work by our Facilities staff and the speed at which all IRC staff were able to report back on remote assets.

Our Case Control department has been as busy with quickly processing information requests and intakes. We continue to progress with processing the backlog of paper records into the digitized system. We have a plan of action in place to try and eliminate the bulk of the paper backlog.

## INFORMATION TECHNOLOGY

The Information Technology Department is continuing our work in supporting IRC staff. I am delighted to share that Alexis Vasquez was promoted to Applications Support Specialist and Michael Garcia was promoted to Sr. IT Technician for the IT Department. We look forward to seeing both excel in their new roles.

IT also completed the interviewing of excellent applicants for the open positions in the areas of Assistant Network Administrator and Information Security.

# Inland Regional Center Transition Services & Special Services

## January 2025 IRC Board of Trustees Report

Submitted by: Alan Munoz Secretary V of Transition Services and Specialty Services

### **Enhanced Service Coordinator Unit (ESC):**

Inland Regional Center (IRC) has formed a new unit to provide coordination of services at a 1 to 40 coordinator to consumer ratio for clients in underserved communities with low or no purchased services (POS). This unit is called the Enhanced Service Coordination (ESC) Unit. This is an option for our low to no POS clients who live in underserved communities. This unit was developed to fulfill the enhanced service coordination mandate from DDS which is “intended to improve service access and delivery” by providing clients with “focused support and increased service coordination.” The uniqueness of enhanced service coordination includes the consideration of cultural, linguistic, systemic, and societal barriers and implementation of best practices to reduce such barriers through a service access and equity lens. The Program Manager of this unit is Lilliana Garnica. Ms. Garnica currently has 338 consumers enrolled in this program. All ten positions have been filled. Ms. Garnica and one of her team members are participating in the Cultural and Humility Training. Ms. Garnica continues to provide outreach efforts to provide training and knowledge.

### **Self Determination Program (SDP):**

We have a total of 445 Self-Determination cases, with cases pending effective dates. Alejandra Rivera is the Program Manager who manages the Self Determination Program, and the Systems of Care positions. Our participant Choice Specialists (PCS) have been assisting in expanding awareness of self-determination service options through efforts to identify concerns and barriers to enrollment, reduce identified barriers and by providing information and training to consumers, families, IRC staff and providers about self-determination options. Ms. Rivera continues to collaborate closely with the Local Volunteer Advisory Committee (LVAC) to support implementation of the Self-Determination Program. The LVAC has also approved and provided Committee Center Planning training and book purchase facilitated by DVU. Lastly, the LVAC approved an Independent Facilitator Training that was awarded to the Autism Society Los Angeles in collaboration with Phoenix Facilitation. They will provide IF training to two 12-15 participant cohorts. One will be in English, and one cohort will be in Spanish. Training modules will include SDP fundamentals, SDP law and Directives, Intermediate training on budgets.

Ms. Rivera and her team host an Independent Facilitator (IF) roundtable virtually. This platform is for certified IFs to collaborate with IRC on SDP related topics. Additionally, the Self-

Determination team will be restructuring in order to better serve individuals in the Self-Determination Program. This year there will be 10 CSCs assigned to Self-Determination case management and they will form a new unit under Ms. Rivera. She is also in the process of hiring another PCS.

### **Systems-Care Coordinator:**

IRC's Systems of Care Coordinators are Rosalba Martinez and Sommer Schene-Arce. Ms. Martinez is the designated System of Care Coordinator for San Bernardino County. Mrs. Schene-Arce is the designated System of Care Coordinator for Riverside County. The System of Care Coordinators have been continuously collaborating with our partners to meet the needs of children and youth in foster care who have experienced severe trauma. IRC has Interagency Child, Youth and Family Services Memorandum of Understanding (MOU) with Riverside and San Bernardino Counties. These agreements outline the various local entities (required partners and collaborative partners) establishment of shared interagency responsibility, engagement, and resource allocation. Our systems of care coordinator participate in all required meetings, provide support to IRC's staff, and updates our partners on cases in addition to reporting data to DDS.

### **Medicaid Wavier**

HCBS Medicaid Waiver (MW) programs allow California to receive Federal funds that support the notion to oversee the services and supports for the population of the developmentally disabled. Inland Regional Center has the highest number, which is approximately 23,004 enrollees as of December 2024. Department of Developmental Services (DDS) monitors MW enrollments and expects all Regional Centers (RC) to continue to increase enrollment monthly. All RC's HCBS programs are audited by state and federal reviewers. MW partners with representatives from the Department of Developmental Services and Department of Health Care Services to conduct quality review of cases once every two years. MW has 20 Senior CSCs and 9 CSTs. Carmelita Florentino has been hired for Program Manager for the Medicaid Wavier unit and will be hiring additional positions to support this team. Ms. Carmelita Florentino and her team are also collaborating with our Training unit for the new Individual Program Plan (IPP) template.

### **Transition Units:**

Transition Units serves ages 14-22 years old. 7 Program Managers (PM) oversee these programs which are as follows:

- Mona Jaber-West End Transition
- Andrew Burdick-San Bernardino High Desert Transition
- Angelica Serrano-San Bernardino Transition
- Brandie Parhm-Riverside South Transition
- Elizabeth Tagle-Riverside Transition

- Amira Abdelmageed-Riverside East Transition
- Aymee Bezold- Riverside Lower Desert Transition

**Announcements:**

There is a total of 9,584 cases in all transition units. Our Transition Units are continuing to collaborate with school districts and Special Education Local Plan Areas (SELPA) on providing information about IRC's services for adults that are transitioning out of school and into a pre-vocational or vocational programs per consumer's Individual Program Plans.

Over the past year, the Director has formed a Transition Collaborative work group that includes two people from each of his units in partnership with our Cultural Specialist to develop a guide for parents to utilize for ages 14-22 years old to provide support and information specifically for this age group. These guides are in the process of being translated into different languages. A version of this guide was also developed for our Transition and Special Services teams as a tool for training.



Inland Regional Center Board Report  
Submitted by Andrea Gonzales, Another Way Coordinator  
Date: December 30, 2024

To: The Board of Trustees

**A. Food Drive & Gift Card Giveaway**

1. Another Way hosted a Drive–Thru Thanksgiving Food Giveaway on Saturday, November 23<sup>rd</sup>. We purchased food from Stater Brothers and volunteers put together food boxes that included stuffing, potatoes, cranberry sauce, pumpkin pie, green beans, corn and all the fixings. Each family also received a \$25 Stater Brother’s Gift Card to purchase a turkey.
2. Inland Regional Center’s CSCs referred 100 people to the event. All those referred were low-income and met HUD’s extremely low-income limits for poverty. Approximately, 65 families showed up. Another Way donated leftover food to local churches that serve the community.
3. 20+ Another Way Advisory Committee volunteers sorted and bagged food items for the families.

**B. Toy Drive**

1. Attendance
  - a. Approximately 300 children and adults attended the Another Way Toy Drive.
    - i. Good turnout. We had to add extra tables to accommodate everyone.
2. Funds Raised & Gift Giving
  - a. Another Way raised \$32,000 through event sponsorships. Sponsors included Inland Respite, Inc.; In-Roads Creative Programs, inc.; Law Offices of Sauda Johnson; Pathway, Inc.; Law Offices of Philip Sparks; Maulin Home Care Services; Creating a Legacy; Ingram Micro; Shella Care; 24 Hr Home Care; Laura Gonzales; Greg Han; and Hanna Interpreting Services, LLC.
    - i. The Net proceeds from the Toy Drive go back into Another Way’s Safety-Net and Health and Wellness Programs. These programs serve IRC’s most vulnerable consumers on a weekly basis.

- b. 196 children received gifts. Ingram Micro, T-Force Freight, Maulin, Inland Respite, and IRC staff generously purchase gifts for our consumers.
- 3. Feedback
  - a. The children who attended the event really enjoyed the bubble show.
  - b. Email from one parent, "I'm still Glowing from the amazing night!! That I just want to Cry.."

**C. Another Way's 2025 Golf Tournament is Saturday, May 17<sup>th</sup>, 2025.**

- 1. Mixer will take place on May 16<sup>th</sup>, 2025.
- 2. Discounted golf rates for Board and IRC staff
- 3. Sponsorship commitments are beginning to come in. A verbal confirmation of \$35,000 has been received.

**D. Bowling Tournament**

- 1. The Bowling Tournament was well attended- approximately 130 people came.
- 2. The event raised \$18,434, net proceeds will fund Thanksgiving Food Baskets for consumers this November. Any remaining funds will go towards our weekly requests that help consumers with food, rent, utilities, clothing, etc.

**E. Grants**

Approved	In Progress/Submitted	Denied	Extensions
E Rhodes and Leona B. Carpenter Foundation approved a grant for \$35,000 in December. Grant is for Safety-Net and Health and Wellness Program. FY24/25	The Annette Williams Charitable Foundation (\$5,000)	Richard Reed Foundation (\$5000) for Safety-Net and Health and wellness.	Cal Wellness report submitted.
Big Lots 23/24 (\$3000) for Safety-Net Program.	Henry L. Guenther Foundation has been submitted. We should hear back from Foundation in Feb of 2025. The Request is for (\$32,900). This is the first time we have approached this foundation.		
Stater Brothers - \$2,500 (Safety-Net Program).	Carl E. Wynn (prospect) reaching out to company		
	Walmart – (\$5000)		



	Grace Helen Spearman Foundation - \$5000. They have funded Another Way in the past.		
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INLAND REGIONAL CENTER  
Board of Trustees  
Executive Committee Meeting

November 20, 2024

4:30 p.m.

EXECUTIVE COMMITTEE: Maureen O'Connell, Chair; Carmela Garnica, Vice Chair; Alicia Lara, Secretary; Jay Connor, Member at Large; Ted Leonard, Member at Large

STAFF/*EX OFFICIO*: Steve Beckett, General Counsel; Lavinia Johnson, Executive Director; Merissa Steuwer, Chief Financial Officer

RECORDING SECRETARY: Sandra Guzman, Executive Assistant

1. Master Trust Report: Merissa presented the portfolio for Master Trust for October 2024.

Next Meeting: January 15, 2025



## Board Report, January 2025

Submitted by Laura Miller  
Trust Administrator

### COMMITTEE MEMBERS

Tom Cosand, Bob McGuire,  
Debra Mannon,  
Stephen May, Evan Page,  
Jack Padilla, Steve Spears,  
Kevin Urtz,  
and Treva Webster

### Operations

The Master Trust of California, (MTC) opened ten trusts in 2024. Thirteen trusts were closed due to a low balance or the death of a beneficiary.

Funding for a special needs trust can come from a lawsuit settlement, an inheritance, or from the resignation of a trustee on an existing trust. When the MTC staff is contacted about a new trust, information is gathered for the committee to make a decision if it is appropriate for the MTC to accept the trust.

The trust attorney is consulted to determine who can execute the trust documents. It could be the beneficiary, a court appointed designee, or a prior trustee. Once a trust is accepted by the committee, it could take several months for a trust to fund.

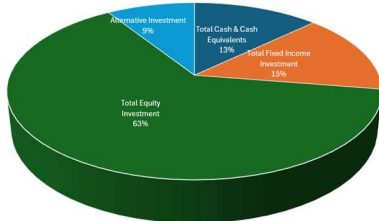
We are awaiting funding for six trusts.

### Access

Distributions to beneficiaries for October and November of 2024 included the following items and services:

- Advocacy services
- Appliances
- Association dues
- Attendant care and companion services
- Bottled water
- Camp
- Cell phone
- Cell phone, cable, and Wi-Fi bills
- Cleaning services
- Clothing
- Electronics
- Entertainment, recreation, gym membership
- Furniture and home décor
- Home repairs
- Hygiene products and Incontinence supplies
- Landscape services
- Legal fees
- Massage therapy
- Medical/dental/vision care expenses
- Pest control
- Pet care
- Property Taxes
- Swimming pool maintenance
- Pre-need burial
- Salon services
- Utilities
- Vacations
- Vehicle insurance and registration

Pooled Fund Balance 11/2024  
\$26,234,840.49



# BOARD TRAINING SCHEDULE

## 2025

DATE	TOPIC	INSTRUCTOR AND QUALIFICATIONS
February 21, 2025 9:00 a.m. – 2:00 p.m.	Board Orientation Employee Handbook Board Governance	Lavinia Johnson, Executive Director or Designee Bruce Sarchet, Attorney at Law
March 10, 2025	Intake and Early Start Programs	Vince Toms, Director of Community Services, Intake and Early Start
April 14, 2025	Linguistic and Cultural Competency	CJ Cook, Program Administrator or Designee
June 9, 2025	Preschool and School Age Programs	Felipe Garcia, Director of Preschool and School Age Services
July 8, 2025 4:30 – 5:00 p.m.	Conflict of Interest and Confidentiality, Non-Disclosure and Non-Disparagement Agreement; Whistleblower Policy – Board Members Role in Implementing Whistleblower Policy	Lavinia Johnson, Executive Director
August 11, 2025	Transition and Specialized Programs	Eric Hamler, Director of Transitions and Specialized Services
October 6, 2025	Adults and Seniors Programs	Don Meza, Director of Adult Services

Board Required Trainings:      Review of Board Governance      Conflict of Interest/Whistleblower Policy  
 \*\*Board members' role in implementing Whistleblower Policy      Linguistic and Cultural Competency

# INLAND REGIONAL CENTER

*Enhancing Lives*

*...valuing independence, inclusion and empowerment*

P. O. Box 19037, San Bernardino, CA 92423

Telephone: (909) 890-3000

Fax: (909) 890-3001



EMPLOYEE HANDBOOK

JANUARY 2025

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DRAFT

## IRC EMPLOYEE HANDBOOK

### 1.0 WELCOME TO IRC

#### 1.1 Welcome

Welcome! We hope that your employment with Inland Regional Center (IRC) will be rewarding and challenging. We take pride in our employees as well as in the services we provide for people with intellectual and developmental disabilities in the Inland Empire.

IRC is recognized as one of the foremost social services agencies in the area, delivering and coordinating services for individuals with intellectual and developmental disabilities in Riverside and San Bernardino Counties. We take great pride in the advocacy efforts for our consumers and have a deep commitment to supporting the individual and the family.

IRC has a well-established reputation for quality service to the consumers, their families and our community. This reputation has been developed because employees care about the consumers, their co-workers and the IRC itself. As we work together for common goals and solutions, each person gains satisfaction and pride in their accomplishments.

We wish you success in your employment here at IRC!

All the best,

Lavinia Johnson  
Executive Director/CEO

#### 1.2 Preliminary Statement

This Employee Handbook (Handbook) sets out the basic rules and guidelines concerning your employment. IRC complies with all applicable local, state and federal laws and this Handbook generally reflects the content of those laws even though the Handbook may not include an express written policy regarding each of those laws. In the event any part of this Handbook violates any local, state or federal law or regulation, this Handbook shall be deemed to be amended to conform with such law or regulation.

Please take the time now to read this Handbook carefully and then sign the acknowledgment at the end to show that you have read, understood and agree to the contents of this Handbook. This Handbook supersedes any previously issued Handbooks or policy statements dealing with the subjects discussed herein.

If you have any questions about your employment or any of the provisions in this Handbook, please contact the Human Resources Department.

#### 1.3 At-Will Employment

Your employment with IRC is on an “at-will” basis and no employee is guaranteed continued employment. This means your employment may be terminated at any time, with or without notice

and with or without cause. Likewise, we respect your right to leave IRC at any time, with or without notice and with or without cause.

Nothing this Handbook or in any communication or representation, whether oral or written, by a member of IRC's Board of Trustees or an officer, director, executive management or any agent or employee of IRC, is intended in any way to create a contract of employment, a promise of continued employment, a guarantee of employment for any particular period of time, a right to termination only "for cause" or any other guarantee of continued benefits or employment, nor should you have any such understanding or expectation.

Any change in your "at-will" employment status or other terms and conditions of your employment can only be made pursuant to a written agreement signed by the employee and the Executive Director/CEO.

If there is a written contract between you and IRC and it is inconsistent with any provision in this Handbook, the written contract shall be controlling. All other provisions of this Handbook that are not inconsistent with the written contract shall still be applicable to the employee.

Nothing in this Handbook will be interpreted, applied or enforced to interfere with, restrain or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

#### **1.4 Retaliation and Your Rights**

Retaliation, discrimination or any other negative or adverse employment action is prohibited against anyone who exercises or attempts to exercise any right granted them by any policy in this Handbook, or who, based on a reasonable belief, reports a possible violation of any of the policies in this Handbook or cooperates in an investigation of a possible violation. Those who retaliate, discriminate or take other adverse employment action against any such employee will be subject to disciplinary action, up to and including, termination of employment.

None of the policies in this Handbook are designed to interfere with, restrain, or prevent employees from any communications regarding wages, hours or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law. All employees have the right to engage in or refrain from such activities.

None of the policies in this Handbook are intended to prevent employees from engaging in concerted activity under Section 7 of the National Labor Relations Act.

## **2.0 INTRODUCTION**

### **2.1 About IRC**

IRC is a springboard to greater independence for people with intellectual and developmental disabilities in the Inland Empire. We are a social services agency that has provided case management and service coordination under the Lanterman Developmental Disabilities Services Act for people with an intellectual disability, autism, cerebral palsy and epilepsy since 1972. IRC



is one of 21 Regional Centers in the state and is organized as a California nonprofit public benefit corporation with headquarters in San Bernardino.

## **2.2 Code of Ethics**

IRC will always operate in an honest and ethical manner and comply with all conflict-of-interest laws. We strive to improve the quality of our services and operations and maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust and sound business judgment. Our Board members, Directors, managers and employees are expected to adhere to the highest standards of business and personal integrity as representatives of IRC and in furtherance of IRC's responsibilities.

We expect that all Board members, Directors, managers and employees will not knowingly misrepresent IRC and will not make commitments for or on behalf of IRC unless specifically authorized to do so. The confidentiality of employee and consumer information is of vital importance to IRC, and it will only be disclosed or disseminated on a need-to-know basis or as allowed under the law.

## **2.3 Core beliefs:**

- Every person should be treated with dignity and respect.
- Change is important and we must always be ready to adapt and improvise to meet the needs of consumers, families, employees and IRC itself.
- Consumer information should be safeguarded at all times.
- Balancing work and home is essential for one's health and well-being.
- Competent and timely case work documentation is essential to providing services and is an integral, indispensable part of your job.
- Integrity, honesty, and client service provide a foundation upon which all decisions are made.
- Personal growth through education and training renews the individual's and IRC's spirit.
- Diversity is valued as it broadens everyone's understanding and acceptance.
- Taking responsibility for decisions and actions is essential to being accountable to those we serve.

## **2.4 Mission Statement**

IRC coordinates with generic services to enhance the lives of people with intellectual and developmental disabilities and their families by working to include them in the everyday routines and rhythms of life in the community.

Our core values are *Independence, Empowerment and Inclusion*.

## **2.5 Revisions to Handbook**

This Handbook is our attempt to keep you informed of the general terms and conditions of your employment and to provide general guidance to you as an IRC employee. Except for the policy concerning at-will employment, IRC reserves the right to interpret, modify, revise, supplement or

delete any of the provisions of this Handbook at any time, which IRC, in its sole discretion, determines to be in its best interest. When changes are made to this Handbook, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the Handbook distributed in a companywide email or posted on company bulletin boards and the IRC intranet. Any change will be effective on a date determined by IRC. In the event of discrepancies between changes to a subject covered in this Handbook, the most recent change shall control over any previous change on the same subject.

This Handbook cannot provide all of the answers to questions you might have. If you have questions about your employment or the information in this Handbook, you should talk with your manager or contact the Human Resources Department.

In the event of discrepancies between this Employee Handbook and the Personnel Policies and Procedures, the Personnel Policies and Procedures will usually be considered the definitive source of information. However, IRC reserves the right, in its sole discretion, to decide which policy should prevail in any given situation.

Employees have access to, and are encouraged to review, the Personnel Policies and Procedures on the IRC Intranet page. Specific policies or sections can be downloaded and/or printed. Topics covered in this Handbook are generally covered in greater detail in the Personnel Policies and Procedures.

This Handbook is yours to keep and use as a reference.

This Handbook is for general guidance only as it is intended to be a summary of the Personnel Policies and Procedures.

### **3.0 EQUAL EMPLOYMENT OPPORTUNITY AND NON-HARASSMENT**

#### **3.1 Equal Employment Opportunity Statement**

IRC is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination or retaliation based upon any of the following:

- a. race (including, but not limited to, traits associated with race, such as hair texture and protective hairstyles, such as braids, locks, and twists),
- b. color,
- c. religion,
- d. religious creed (including religious dress and grooming practices),
- e. national origin,
- f. ancestry,
- g. citizenship,
- h. primary language,
- i. physical or mental disability,
- j. medical condition (including cancer and genetic characteristics),
- k. genetic information,

- l. marital status,
- m. reproductive health decision-making,
- n. sex (including pregnancy, childbirth, breastfeeding, or related medical conditions),
- o. gender (including gender identity and gender expression),
- p. age (40 years and over),
- q. sexual orientation,
- r. veteran and/or military status,
- s. protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act),
- t. crime victim status,
- u. political affiliation,
- v. any other status protected by federal, state, or local laws,
- w. Any combination of the above characteristics,
- x. a perception that someone has any of the above characteristics or combination of characteristics, or
- y. a perception that someone is associated with a person who has, or is perceived to have, any of the above characteristics or combination of characteristics.

IRC is dedicated to the fulfillment of this policy with respect to all aspects of employment, including, but not limited to, recruiting, hiring, placement, transfer, training, promotion, rates of pay and other compensation, termination, and all other terms, conditions, and privileges of employment.

IRC will conduct a confidential, prompt, and thorough investigation of all allegations of discrimination, harassment, retaliation, or any violation of this policy. IRC will take appropriate corrective and remedial action, if and where warranted. IRC prohibits retaliation against any employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. If you have any questions regarding equal employment opportunity at IRC, please contact the Human Resources Department.

### **3.2 Harassment in the Workplace**

IRC has a strict policy against all types of workplace harassment that is a result of disrespectful, offensive or unprofessional conduct based upon any of the following:

- a. race (including, but not limited to, traits associated with race, such as hair texture and protective hairstyles, such as braids, locks, and twists),
- b. color,
- c. religion,
- d. religious creed (including religious dress and grooming practices),
- e. national origin,
- f. ancestry,
- g. citizenship,
- h. primary language,
- i. physical or mental disability,

- j. medical condition (including cancer and genetic characteristics),
- k. genetic information,
- l. marital status,
- m. reproductive health decision-making,
- n. sex (including pregnancy, childbirth, breastfeeding, or related medical conditions),
- o. gender (including gender identity and gender expression),
- p. age (40 years and over),
- q. sexual orientation,
- r. veteran and/or military status,
- s. protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act),
- t. crime victim status,
- u. political affiliation,
- v. any other status protected by federal, state, or local laws,
- w. Any combination of the above characteristics,
- x. a perception that someone has any of the above characteristics or combination of characteristics, or
- y. a perception that someone is associated with a person who has, or is perceived to have, any of the above characteristics or combination of characteristics.

While it is not possible to list all of the circumstances that may constitute other forms of workplace harassment, some examples of conduct that may constitute workplace harassment include:

- a. The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above-protected categories;
- b. Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above-protected categories and that is placed on walls, bulletin boards, or elsewhere on our premises, in emails, voicemails, or otherwise circulated in the workplace; and
- c. A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

This policy protects all employees regardless of their status, i.e., part-time or full-time, probationary or regular, exempt or non-exempt, and all applicants from unlawful harassment and discrimination. This includes harassment and discrimination by employees, managers, supervisors, Board members, contractors, interns, volunteers, vendors, suppliers, customers, consumers and their families. In addition, this policy extends to conduct connected with an individual's work, even when the conduct takes place away from the workplace, such as a business trip or business-related social function.

### **3.3 Sexual Harassment**

IRC has a strict policy against all types of "Sexual harassment" including, but not limited to, harassment based on sex or conduct of a sexual nature and includes harassment based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, or gender expression. It may include all of the actions described above in Section 3.2, as well as other unwelcome sex-based conduct, such as unwelcome or unsolicited sexual advances,

requests for sexual favors, conversations regarding sexual activities, or other verbal or physical conduct of a sexual nature. Sexually harassing conduct need not be motivated by sexual desire and may include situations that began as reciprocal relationships, but that later cease to be reciprocal.

Sexual harassment is generally categorized into the following two types:

- a. Quid pro quo sexual harassment (“this for that”), which includes:
  1. Submission to sexual conduct when made explicitly or implicitly a term or condition of an individual's employment.
  2. Submission to or rejection of the conduct by an employee when used as the basis for employment decisions affecting the employee.
- b. Hostile work environment sexual harassment is conduct of a sexual nature or on the basis of sex by any person in the workplace that unreasonably interferes with an employee's work performance and/or creates an intimidating, hostile, or otherwise offensive working environment. Examples include:
  1. Unwelcome sexual advances, flirtation, teasing, sexually suggestive or obscene letters, invitations, notes, emails, voicemails, or gifts.
  2. Sex, gender, or sexual orientation-related comments, slurs, jokes, remarks, or epithets.
  3. Leering, obscene or vulgar gestures, or sexual gestures.
  4. Displaying or distributing sexually suggestive or derogatory objects, pictures, cartoons, or posters or any such items.
  5. Impeding or blocking movement, unwelcome touching, or assaulting others.
  6. Any sexual advances that are unwelcome as well as reprisals or threats after a negative response to sexual advances.
  7. Conduct or comments consistently targeted at one gender, even if the content is not sexual.

### **3.4 Retaliation**

IRC has a strict policy against all forms of retaliation including, but not limited to, the following:

“Adverse employment action” is conduct or an action that materially affects the terms and conditions of the employee’s employment status or is reasonably likely to deter the employee from engaging in protected activity. Even actions that do not result in a direct loss of compensation may be regarded as an adverse employment action when considered in the totality of the circumstances.

“Retaliation” means any adverse employment action taken against an employee because the employee engaged in activity protected under this policy. Protected activities include, but are not limited to, reporting or assisting in reporting suspected violations of this policy and/or cooperating in investigations or proceedings arising out of a violation of this policy.

Examples of retaliation under this policy include, but are not limited to, the following:

- a. demotion,
- b. suspension,
- c. reduction in pay,
- d. denial of a merit salary increase,
- e. failure to hire or consider for hire,

- f. refusing to promote or consider for promotion,
- g. harassing another employee,
- h. denying employment opportunities,
- i. changing someone's work assignments,
- j. treating people differently such as denying an accommodation,
- k. not talking to an employee when otherwise required by job duties, or
- l. otherwise excluding the employee from job-related activities because of engagement in activities protected under this policy.

### **3.5 Reporting Discrimination, Harassment, and/or Retaliation**

If you believe that you have witnessed or have been subjected to any form of discrimination, harassment, or retaliation, immediately notify the Human Resources Department.

IRC prohibits retaliation or discrimination against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate corrective and/or remedial action where we find a claim has merit. If IRC begins an investigation, we will endeavor to conduct the investigation in a timely manner and will keep the investigation confidential to the extent possible. In the same way, anyone involved in an investigation of harassment has an obligation to keep all information about the investigation confidential. That is why IRC will only share information about a complaint of harassment with those who need to know about it. Failure to keep information about an investigation confidential may result in disciplinary action. Investigations will be documented and tracked for timely resolution.

When the investigation has been completed, IRC will normally communicate the results of the investigation to the complaining individual, to the alleged harasser, and, if appropriate, to others who are directly involved. If our policy against harassment is found to have been violated, appropriate corrective action, up to and including termination of employment, will be taken against the harasser so that further harassment will be prevented. Both the rights of the alleged harasser and the complainant will be considered in any investigation and subsequent action.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and termination of employment. If IRC determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, IRC may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, IRC will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

### **3.6 Filing of Complaints Outside of IRC**

In addition to our internal complaint procedure, employees may also contact either the U.S. Equal Employment Opportunity Commission (EEOC) or the California Civil Rights Department (CRD) to report unlawful harassment, discrimination or retaliation. The EEOC and the CRD serve as neutral factfinders and will attempt to assist the parties to voluntarily resolve their disputes. For more information, contact the nearest EEOC or CRD office.

## 4.0 HIRING AND WORKPLACE POLICIES

### 4.1 Confidentiality of Consumer Records

All information and records obtained in the course of providing intake, assessment and services for applicants, consumers and their families are confidential and may be disclosed or released only under specific circumstances as set forth in *Welfare and Institutions Code* § 4514. All requests for records should be referred to the Legal Affairs unit.

### 4.2 Conflicts of Interest

It is the policy of IRC that IRC's employees shall act in the course of their duties solely in the best interest of IRC's consumers and their families without regard to the interests of any other organization with which they are associated or persons to whom they are related. Employees shall be free from conflicts of interest that could adversely influence their judgment, objectivity, or loyalty to IRC, its consumers and their families. IRC and its employees are required to comply with the conflict of interest provisions of the *Lanterman Developmental Disabilities Services Act (Welfare and Institutions Code §4500 et. seq.)*; including, but not limited to, *Welfare and Institutions Code* §§4622, 4626, 4626.5 and 4627 and applicable regulations relating to conflict of interest as set forth in *California Code of Regulations*, Title 17, §§ 54500 - 54530. Employees are expected to be familiar with the conflict of interest rules as set forth in the above statutes and regulations.

In general, an actual or potential conflict of interest exists if you have one or more personal, business or financial interests or relationships that would cause a reasonable person with knowledge of the relevant facts to question your impartiality with respect to your duties and responsibilities as an employee of IRC, e.g. you or a family member being employed with a vendor of IRC.

**All actual or potential conflicts of interest must be reported to the Human Resources Department as soon as you become aware of them.**

Employees are required to submit a Conflict of Interest Reporting Statement (DS 6016) within 30 days of when they start employment with IRC, by August 1 of each year thereafter and within 30 days of any change of status that could create an existing or potential conflict of interest, e.g., a change in job duties, financial interests, family relationships, etc.

If an existing or potential conflict of interest cannot be resolved through an approved Conflict Resolution Plan, you must discontinue any activities that created the existing or potential conflict of interest. Your failure to do so may result in disciplinary action, up to and including termination.

It is impossible to enumerate all possible situations that may create a potential conflict of interest. Employees must not put themselves in a position where their private, personal interests may conflict with their employment duties and responsibilities. Therefore, if you have any question about whether any activity or relationship creates an existing or potential conflict of interest for you, please consult with your manager and the Human Resources Department.

### **4.3 Employment Authorization Verification**

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with IRC.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by IRC.

### **4.4 Employment of Relatives and Friends**

We will not employ friends or relatives in circumstances where actual or potential conflicts may arise that could compromise supervision, safety, confidentiality or security at IRC. It is your obligation to inform IRC of any such potential conflict so we can determine how best to respond to the situation.

We have no general prohibition against hiring relatives; however, a few restrictions have been established to help assure the fair treatment of all employees.

While we will accept and consider applications for employment from relatives, an employee shall not participate in the evaluation of a relative's application for employment at IRC. In addition, relatives will not be hired into positions (1) where they directly supervise, or are directly supervised by, an employee who is a relative; or (2) within a work unit in which a relative is the direct manager of the unit.

For purposes of this section, "relative" means an employee's parent, step-parent, child, step-child, spouse, sibling, half-sibling, aunt, uncle, grandchild and grandparent; whether related by blood or marriage.

### **4.5 Job Descriptions**

A job description helps you and your manager understand and communicate about your duties and responsibilities. Your job description states the general duties, responsibilities, working conditions and other requirements necessary to describe the primary functions of your job and should not be construed as a detailed description of all of the work required of your position. Job descriptions are not fixed but are guidelines only and can normally be expected to change over time as new duties and responsibilities are added or other changes are made. Due to business necessity, you may also be asked to perform duties and assume responsibilities that are not in your current job description. Any new job description or changes to existing job descriptions must be approved by the Human Resources Department.

IRC reserves the right, in its sole discretion, to make changes to, or waive any requirement in, any job description with or without notice to the employee.

If you do not have a copy of your job description, you may request one from your manager or the Human Resources Department.



If you have any questions regarding your job description or the scope of your duties and responsibilities, please speak with your manager.

#### **4.6 Job Openings and Vacancies**

IRC desires to promote qualified employees from within where it believes that is possible, consistent with the need to ensure that all positions are staffed by highly competent and qualified individuals. New job openings generally will be communicated by the Human Resources Department to all staff through internal email, as well as on our Internet site. In all cases, IRC hires the applicant who best matches the job requirements and the needs of IRC.

Vacancies may be filled in the discretion of IRC by any of the following methods:

- a. By lateral transfer or reassignment, as needed.
- b. By selection among qualified internal and external applicants.
- c. By temporary appointment.
- d. If it is not practicable to fill the vacancy by any of the preceding methods, it may be filled in any manner deemed best in the discretion of IRC.

Notwithstanding the foregoing, IRC reserves the right, in its sole discretion, to promote, make lateral transfers or reassign employees as deemed necessary by executive management, and in the best interests of IRC, without posting the job opening or position.

#### **4.7 New Hires and Introductory Period**

##### **4.7.1 Introductory Period**

The first year of your employment with IRC is considered an introductory period. During this period, you will become familiar with IRC and your job duties and responsibilities, and we will have the opportunity to monitor and evaluate your work performance. Completion of this introductory period does not imply guaranteed or continued employment, nor does it constitute a change to the “at-will” employment relationship.

During an employee’s Introductory Period, their performance is being evaluated to determine whether continued employment in a specific position or with IRC is appropriate. IRC reserves the right, in its sole discretion, to extend the Introductory Period. In the event the Introductory Period is extended, the employee’s review date may be adjusted accordingly.

##### **4.7.2 Extension of Introductory Period**

The employee’s manager will specify in writing the areas of performance the employee must meet to gain regular status. Extensions of the Introductory Period are subject to approval by the Executive Director and any such extension does not imply guaranteed or continued employment nor does it constitute a change to the “at-will” employment relationship. Approved extensions shall not exceed 90 days and will require monthly progress reviews which will be conducted with the employee by their immediate manager and require the review and approval of the appropriate department Director. Failure of an employee to successfully

complete the Introductory Period Extension will result in their termination of employment with IRC.

#### **4.8 Training Program**

Staff Development is the combined responsibility of the Human Resources Department, the Training and Development Unit, the IT Department, the Program Managers and the employees' mentors. Even if you have had previous experience in the specified functions of your job duties, it is necessary for you to learn our specific procedures, as well as the responsibilities of the specific position.

In order to ensure that all case management employees receive appropriate training and on-going education, staff are expected to attend a minimum number of hours of training/education per year (CEU's) as may be established from time to time by the Training and Development Unit. For a training/education event to count towards the CEU requirement, it must be approved or presented by the Training and Development Unit. Training/education that is mandated by the State of California or DDS does not count towards the CEU requirement. Accommodations will be made for employees with an approved leave of absence or persons who work less than full time.

It is the responsibility of managers to continually evaluate the training needs of their unit and individual staff members. They should provide or arrange for that training and keep the Training and Development Unit informed of their training needs. If an employee believes that they need additional training, they should speak with their manager.

#### **4.9 Use of IRC Buildings**

##### **4.9.1 Office space**

IRC makes every effort to maintain a pleasant working environment. It is the responsibility of all staff to help make this happen.

Staff shall not mark, paint, drill into, use adhesives on or in any way deface any wall or other parts of the premises or the building. All wall hangings must be framed, consistent with the overall decor of the building and approved by management **before** they are hung. All wall hangings are to be installed by Office Services.

Slogans, cartoons, pictures, posters, etc., with or without descriptive remarks or connotations, that are, or that can be interpreted as, discriminatory, harassing or offensive in content or that may be interpreted negatively by another person are not appropriate and must not be hung or otherwise brought into the workplace.

Since the various workspaces can be used by multiple individuals throughout the workday and workweek, staff should avoid bringing in personal items to decorate their workspace.

##### **4.9.2 Conference rooms**

Conference rooms may be reserved for use by staff. Reserving a conference room is generally on a first come, first serve basis. Staff requesting a conference room should include in their

request the need for any special equipment, IT assistance or if any special set up is needed, such as extra tables, chairs, etc. Reservations should be made as soon as the need is known, but with at least a 72 hour advance notice, if possible.

#### **4.9.3 Shred Bins**

Bins for items that are to be shredded can be found throughout the building and at copier areas. All documents that contain confidential, privileged, proprietary, or other information that should not be otherwise disclosed must be put in the bins to be shredded.

#### **4.9.4 Spills and Stains**

It is the responsibility of all staff to maintain a clean office environment. If staff becomes aware that any food, drink or anything else has been spilled or that there are stains on walls, floors, carpets or furniture, staff should, if possible, try to clean up any spilled items and immediately report it to Facilities for further cleanup.

#### **4.9.5 Staff Lounges, Vending Machines and Coffee Bars**

There are staff lounges located in all IRC offices which typically contain a refrigerator, microwave oven, ice machine, conventional stovetop/oven, tables and chairs. Snacks and sodas are available in the vending machines located in the staff lounges. Coffee bars have also been provided. The staff lounges, appliances, vending machines and coffee bars are available for staff and accompanied guests to use. Although routinely cleaned by the janitorial services each evening, staff should be respectful of their co-workers and must clean up the areas after use.

### **5.0 WORKPLACE ACCOMMODATIONS**

#### **5.1 Disability Accommodation**

IRC complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, IRC will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify the Human Resources Department. You may be asked to include relevant information such as:

- a. A description of the proposed accommodation.
- b. The reason you need an accommodation.
- c. How the accommodation will help you perform the essential functions of your job.

After receiving your request, the Human Resources Department will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may

need your permission to obtain additional information from your medical provider. All medical information received by the Human Resources Department in connection with a request for accommodation will be treated as confidential.

IRC encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, IRC is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on IRC.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave.

IRC will not discharge, discriminate, harass or retaliate against an employee who requests or obtains an accommodation in accordance with this policy.

## **5.2 Drug and Alcohol Rehabilitation Accommodation**

IRC will reasonably accommodate employees who wish to voluntarily participate in an alcohol or drug rehabilitation program, provided that the accommodation will not impose an undue hardship on IRC.

A reasonable accommodation may include unpaid time off. If you have a serious health condition and are otherwise eligible, time off for alcohol and/or drug rehabilitation may also be covered by the Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA). If so, IRC will request approval and medical certification as it would for FMLA and CFRA leave requests, and the leaves will run concurrently. You may use accrued sick days, if any, for all or part of the time spent in entering or participating in a rehabilitation program.

IRC may discharge or refuse to hire an individual because of their current use of alcohol and/or drugs, because they are unable to perform their duties, or because they cannot perform their duties in a manner that would not endanger their own or another's health and safety.

Requests to participate in a rehabilitation program will be kept confidential. Direct all requests to participate in a rehabilitation program to the Human Resources Department.

IRC will not discharge, discriminate, harass or retaliate against an employee who requests or obtains an accommodation in accordance with this policy.

## **5.3 Ergonomic Assessment Program**

IRC provides an Ergonomic Assessment Program for the purpose of identifying, eliminating, minimizing and/or controlling work-related hazards that can result in repetitive motion injuries (RMIs) and/or musculoskeletal injuries (MSI) that are associated with repetitive motions and/or improper postural positioning or equipment.

When an ergonomic assessment is necessary, it will be conducted by the Human Resources Department and includes, but is not limited to, the following:

- a. A discussion with the employee regarding specific issues or problems;
- b. Analysis of the employee's sitting position and posture at their office or home work station;
- c. Review appropriateness of desk and/or chair, including height and positioning;
- d. Review appropriateness of keyboard and/or mouse, including height and positioning;
- e. Review hand movements while keying or mousing; and
- f. Review placement of monitors, computers and other equipment at the employee's office or home work station.

It is the goal of IRC to make the workplace as exposure free as possible and to provide employees with a healthy work environment. For this reason, workstation assessments may be done proactively to identify exposures and implement controls.

Employees may request an ergonomic assessment by contacting the Human Resources Department. Corrective measures, different equipment and/or reasonable accommodations will be made as determined by the ergonomic assessment. It is the responsibility of the employee to comply with the ergonomic assessment recommendations and to notify the Human Resources Department if there are any continuing issues or problems.

## **5.4 Nursing Mothers**

### **5.4.1 Accommodations**

IRC is required by law to provide requesting employees that are nursing mothers with certain accommodations to express milk upon request. Accordingly, the IRC will provide nursing mothers with:

- a. Reasonable break time to express milk for their infant child(ren) each time the mother has the need to express milk; and
- b. A private room or other location in close proximity to their work area, other than a restroom, which is shielded from view and free from intrusion while the employee is expressing milk.

Lactation rooms are located in Buildings 1, 2 and 3 at the San Bernardino Headquarters as well as in each satellite office. Lockers are also available. Lactation rooms are formally labeled and either secured with a card reader or a keyed lock. Employees are expected to clean up after themselves and to take care of these rooms. Employees who desire to use these facilities must notify HR in writing of their intent to do so. There is no limit on how long an employee can continue to request an accommodation.

Lactation rooms are provided solely for the use of lactating mothers and shall not be used for any other purpose.

### **5.4.2 Requesting Accommodation**

If you have the need for accommodation, contact the Human Resources Department.

### **5.4.3 Break Times**

If possible, the break time to express milk should run concurrently with the meal and rest breaks already provided to you. Break times to express milk that cannot run concurrently with meal and rest breaks already provided, or any additional time that is needed, will be unpaid. However, the employee may use any accrued vacation, sick time or AQMD time.

### **5.4.4 Milk Storage**

Expressed milk can be stored in the refrigerators provided in the lactation rooms or in a personal cooler supplied by the employee. Mark or label your milk to avoid confusion with other employees who may share the refrigerators.

### **5.4.5 No Retaliation**

IRC will not discharge, discriminate, harass or retaliate against an employee who requests or obtains an accommodation in accordance with this policy.

### **5.4.6 Right to File Complaint**

If you believe that IRC is not providing you with adequate break time and/or an appropriate place to express milk as provided for in *Labor Code § 1030 et seq*, you may file a report with the Labor Commissioner's Bureau of Field Enforcement (BOFE) at the BOFE office nearest your place of employment. You may also file a wage claim to recover one hour of premium pay at your regular rate of pay pursuant to *Labor Code § 226.7*.

In addition, if you believe that you were discharged or are a victim of discrimination, harassment, or retaliation for either asserting a right to lactation accommodation or for complaining to the Labor Commissioner about the failure of IRC to provide this accommodation, you may file a complaint with the Labor Commissioner's Office pursuant to *Labor Code § 98.7*.

## **5.5 Religious Accommodation**

IRC is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees and volunteers may request an accommodation when their religious beliefs cause a deviation from IRC's dress or grooming code, or the individual's schedule, basic job duties, or other aspects of employment. IRC will consider the request, but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that IRC will consider are cost, the effect that an accommodation will have on current established policies, and the burden on operations - including other employees - when determining a reasonable accommodation. At no time will IRC question the validity of a person's belief.

If you require a religious accommodation, contact the Human Resources Department.

IRC will not discharge, discriminate, harass or retaliate against an employee who requests or obtains an accommodation in accordance with this policy.

## **5.6 Victims of Crime or Abuse**

IRC will provide reasonable accommodations to employees who are the victims of domestic violence, sexual assault, or stalking who request an accommodation for their safety while at work, provided the accommodation does not create an undue hardship on IRC.

### **5.6.1 Accommodations**

Reasonable accommodations may include the implementation of safety measures such as:

- a. A transfer, reassignment, or modified schedule.
- b. A change in telephone number or workstation.
- c. Assistance in documenting domestic violence, sexual assault, stalking, or other crime that occurs in the workplace.
- d. An implemented safety procedure or other adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking, or other crime.
- e. Referral to a victim assistance organization.

Upon receiving a request, the Human Resources Department will engage in a timely, good faith, and interactive process with you to determine effective reasonable accommodations.

If you no longer need an accommodation, you must notify the Human Resources Department that the accommodation is no longer needed. If circumstances change and you need a new accommodation, you must request one.

### **5.6.2 Certification**

When requesting a reasonable accommodation, you will be asked to submit a signed, written statement certifying that the accommodation is for an authorized purpose. You may also be asked to provide documentation that demonstrates your status as a victim of domestic violence, sexual assault, stalking, or ongoing circumstances related to the crime or abuse, such as:

- a. A police report showing that you were a victim.
- b. A court order protecting you from the perpetrator or other evidence from the court or prosecuting attorney that you appeared in court.
- c. Documentation from a medical professional, domestic violence counselor, sexual assault counselor, victim advocate, health care provider, or counselor showing that your absence was due to treatment for injuries from the crime or abuse.
- d. Any other form of documentation that reasonably verifies that the crime or abuse occurred.

### **5.6.3 Unpaid Leave**

If you are a victim, IRC will also provide you with unpaid leave to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of you or your child.

You may use available vacation, personal leave or accrued sick leave for your leave.

#### **5.6.4 Definitions**

For purposes of unpaid leave, “victim” includes:

- a. A victim of stalking, domestic violence, or sexual assault.
- b. A victim of a crime that has caused physical injury, or mental injury and a threat of physical injury.
- c. A person whose immediate family member is deceased as the direct result of a crime.

“Crime” means a crime or public offense anywhere that would constitute a misdemeanor or a felony if the crime had been committed in California by a competent adult, regardless of whether any person is arrested or prosecuted for, or convicted of, committing the crime.

“Immediate family member” means:

- a. Your spouse or domestic partner.
- b. Your child, which includes, regardless of age, a biological, adopted, or foster child; stepchild or legal ward; the child of your domestic partner; a child to whom you stand in loco parentis; or a person to whom you stood in loco parentis when the person was a minor.
- c. Your (or your spouse's or domestic partner's) biological, adoptive, or foster parent, stepparent, or legal guardian, or a person who stood in loco parentis of you or your spouse or domestic partner when you or they were a minor child.
- d. Your biological, foster, or adoptive sibling, step-sibling, or half-sibling.
- e. Any other individual whose close association with you is the equivalent of a family relationship described above.

#### **5.6.5 Notice**

You must provide reasonable advance notice of your intent to take leave for the above reasons unless advance notice is not feasible. If an unscheduled absence occurs, you must provide the following documentation within a reasonable amount of time after your absence:

- a. A police report indicating that you were a victim;
- b. A court order protecting or separating you from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney stating that you have appeared in court; or
- c. Documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider, or counselor stating that you were undergoing treatment or receiving services for physical or mental injuries or abuse resulting from the crime or abuse.



### **5.6.6 Confidentiality**

IRC will maintain the confidentiality of anyone requesting time off or requesting an accommodation under this policy, except as required by federal or state law or as necessary to protect your safety in the workplace.

### **5.6.7 No Retaliation**

IRC will not discharge, discriminate, harass or retaliate against an employee based on their status as a victim of crime or abuse or who requests or obtains an accommodation or who requests or takes a leave in accordance with this policy.

## **6.0 WAGE AND HOUR POLICIES**

### **6.1 Introduction**

IRC uses a salary schedule that sets forth the range of hourly rates/salaries for each job position. If you have any questions about your compensation, including matters such as vacation, sick time, overtime, benefits or paycheck deductions, speak with your manager, the Human Resources Department or the Payroll Department.

### **6.2 After Hours Response System**

IRC has a 24-hour response system to meet the needs of its consumers, families and the service provider community.

The response system includes a schedule for daily coverage as follows:

- Monday through Friday – 5:30 p.m. to 7:30 a.m. the following day.
- Friday – 7:30 a.m. to 8:00 a.m. and 5:00 p.m. to 7:30 a.m. on Saturday.
- Saturday & Sunday - from 7:30 a.m. Saturday to 7:30 a.m. on Monday.
- Holidays – 24 hour coverage.

Assignments start on Monday at 5:30 p.m. and end the following Monday at 7:30 a.m. (a total of 119 hours).

The on-call staff member shall be an exempt employee and will be compensated for the on-call time at an established hourly rate that is determined annually by the Executive Director. The on-call staff member will complete a special on-call timecard to be submitted to the Payroll Department.

### **6.3 Attendance**

#### **6.3.1 Attendance Standards**

IRC has a right to expect every employee to be available for work as scheduled. Excessive absenteeism, patterned absences, arriving late or leaving early are defined as absences that result in work slowdowns, reduced production, or that require other employees to assume your

job duties. Regular attendance and punctuality contribute greatly to the efficiency and smooth operation of IRC. It is essential for you to have a good attendance record and to be on time for work and not leave early.

**If you are unable to report for work for any reason, you must notify your manager prior to 9:00 a.m. that day.**

Employees who will be absent for more than five (5) days must apply for a leave of absence. Contact the Human Resources Benefits Specialist for assistance in applying for a leave of absence.

IRC reserves the right to require a physician's release before an employee returns to work following an absence of any length.

### **6.3.2 Absences**

You must get your manager's approval if you leave work for any reason before the scheduled end of the workday. You must keep your manager informed of your status when you are off work. If you fail to notify IRC after three consecutive workdays of unexcused absence, we will assume you have abandoned your job and your employment with IRC will be terminated and treat it as a voluntary resignation (see Sections 6.7 and 8.11.2).

## **6.4 Bilingual Stipend**

### **6.4.1 Eligibility**

All regular full-time and part-time employees are eligible for the bilingual stipend upon completion of the required testing.

### **6.4.2 Testing**

To be eligible for the stipend, a person must take the Language Testing International (LTI) online test and must get a rating of at least Intermediate Mid for oral proficiency and Intermediate Low for written proficiency. Contact the Human Resources Department for testing information.

All of the tests must be completed during your regularly scheduled working hours and will be administered by the Human Resources Staff in the San Bernardino office.

Specific instructions for the test(s) will be provided by the Human Resources Staff.

### **6.4.3 Stipend**

The bilingual stipend rates are as follows:

- a. \$46.16 per pay period, with a limit of \$1200.00 per year, if the person can speak, read and write the foreign language fluently and receives a passing rating on the tests.

- b. \$23.08 per pay period, with a limit of \$600.00 per year, if the person can only speak the foreign language and receives a passing rating on the tests.
- c. For the Tagalog and Vietnamese tests, a passing rating is only eligible for a stipend of \$23.08 per pay period, with a limit of \$600.00 per year, because only one test is currently available.

The bilingual stipend will be paid to you starting with the first pay period following completion of your testing. If you take both the oral and the written proficiency, the stipend will start with the pay period following completion of both tests.

#### **6.4.4 Languages**

We are offering speaking and writing tests for the following languages:

- a. Arabic
- b. Mandarin
- c. Spanish
- d. Tagalog (Speaking test only)
- e. Vietnamese (Writing test only)

If your language is not listed, please contact the Human Resources Department to see if your language is eligible for the stipend.

#### **6.4.5 Excluded Positions**

Positions for which the job description indicates that being bilingual is a mandatory requirement are not eligible for the bilingual stipend because the rate for the position already takes into consideration the bilingual requirement.

### **6.5 Employment Classifications**

#### **6.5.1 Status**

IRC designates all employees as either exempt or non-exempt in compliance with applicable federal, state, and local law:

- a. **Exempt Employees.** Exempt employees are generally not subject to federal, state, and local wage and hour laws and are usually considered exempt based upon an executive, administrative, professional, computer professional or other exemption.
- b. **Non-exempt Employees.** All other employees are classified as non-exempt and are entitled to be paid at least the applicable minimum wage for their position, overtime pay and are covered by federal, state, and local wage and hour laws.

#### **6.5.2 Employment Categories**

IRC also assigns each employee to one of the following employment categories:

- a. **Regular Full-Time Employee** - The usual and customary schedule for regular full-time employees is for them to work at least 40 hours per work week. These full-time employees are entitled to available benefits, subject to their eligibility.
- b. **Regular Part-Time Employee** - The usual and customary schedule for regular part-time employees is for them to work between 20 to 39 hours per work week. Those part-time employees who work 20 to 29 hours per work week are entitled to prorated available benefits, subject to their eligibility. Those part-time employees who work 30 or more hours per work week are entitled to the same available benefits, subject to their eligibility, as regular full-time employees. IRC reserves the right to increase or decrease work hours to respond to work needs.
- c. **Scheduled Part-Time Employee** – Individuals may not work more than 960 hours per year (approximately 18.4 hours per work week). The individual is paid an hourly rate and is not eligible for any benefits of any kind, except as required under the law.
- d. **Project Employee** - Full or part-time employees are those whose employment does not exceed the length of the project. The project employee's compensation and benefits shall be as set forth in the project contract/agreement.
- e. **Contract Position** - Contract is time-limited. Individual compensation and benefits according to written contract or agreement.
- f. **Temporary Appointment** - A Temporary Authorization (TAU) for the appointment of an employee to another position or a special project. The TAU shall not exceed 12 months.
  1. The TAU rate of pay shall be set within the salary range of the other position or project.
  2. The TAU employee shall not receive a merit increase during the TAU.
  3. Should the Temporary Appointment become a regular appointment, the employee's Annual Review date shall be changed to 12 months after the start of the TAU.
  4. Upon the expiration of the TAU, the employee will be returned to their previous position, salary and Annual Review date, subject to being adjusted in the sole discretion of IRC.
  5. A Temporary Appointment does not change an employee's status as an at-will employee or in any way restrict IRC's right to terminate the employee or change the terms or conditions of employment.

You will be informed of your position, classification, status and responsibilities at the time of hire and any time your position, classification, status or responsibilities change. A change in position, classification, status or responsibilities does not change an employee's status as an at-will employee or in any way restrict IRC's right to terminate the employee or change the terms or conditions of employment.

An employee's annual review date may be changed in accordance with the date of a promotion, demotion, lateral transfer or temporary appointment in the sole discretion of IRC. A promotion, demotion, lateral transfer or temporary appointment does not change an employee's status as an at-will employee or in any way restrict IRC's right to terminate the employee or change the terms or conditions of employment.

## 6.6 Hiring Bonus

### 6.6.1 Eligibility

An employee hired on or after January 1, 2023 is eligible for a hiring bonus. However, anyone hired on or after January 1, 2025 who was previously employed with IRC is not eligible for the hiring bonus and current employees who refer a previous employee are not eligible for the referral bonus.

### 6.6.2 Bonus for New Employees

New employees are eligible to receive the following bonuses:

- a. \$250 after completing 90 days of employment: The employee’s manager must confirm to the Human Resources Department that the employee is in good standing with their work performance as of their 90-day review date and meets performance expectations in all of the following areas:
  1. Good attendance;
  2. Good work performance;
- b. \$500 after completing 6 months of employment: The employee must receive no more than two “Needs Improvement” ratings and “Meets” or higher ratings on all other areas being rated in their 6-month performance evaluation as confirmed by their manager and Director.

### 6.6.3 Referral Bonus

An employee who refers a candidate to IRC, who is then hired by IRC, is eligible to receive a referral bonus as follows:

- a. The candidate must enter the referring employee’s name in their response to the application question that asks: “If you are an employee referral, please provide the name of the employee and their position at IRC.” A referral bonus will not be paid if a candidate does not enter the referring employee’s name in the response to the screening question.
- b. The referring employee will receive a one-time referral bonus of \$250 after the employee that was referred has completed 90 days of employment. The referral bonus will be paid even if the employee that was referred does not receive their hiring bonus at their 90-day review.

## 6.7 Job Abandonment

If you fail to show up for three (3) consecutive scheduled workdays and do not provide your manager with an acceptable reason for the absences, it will be assumed that you have abandoned your job and your employment with IRC will be terminated. What may be an acceptable reason for any absence is within the sole discretion of IRC.

## **6.8 Meal Periods and Rest Breaks**

### **6.8.1 Meal Periods**

If you are a non-exempt employee and work more than five hours in a workday, you will be provided with an unpaid, uninterrupted, off-duty meal period of at least 30-minutes no later than the end of your 5<sup>th</sup> hour of work. If you work more than 10 hours in a workday, you will be provided a second unpaid, uninterrupted, off-duty 30-minute meal period no later than the end of your 10<sup>th</sup> hour of work. If you work no more than 6 hours in a workday, you may mutually agree with your manager to waive the meal period. If you work no more than 12 hours in a workday, you may mutually agree with your manager to waive the second meal period only if the first meal period was not waived.

You are required to “clock out” for your meal period and “clock in” to resume work at the end of your meal period using the HR/Payroll timekeeping system used by IRC (see Section 6.12 for specific details on recording your time).

Contact your manager or the Payroll Department for the procedures to waive a meal period.

### **6.8.2 Rest Breaks**

If you are a non-exempt employee and work at least 3 ½ hours in a workday, you will be provided with a paid, uninterrupted, off-duty 15-minute rest break for every four hours of work, or major fraction thereof, as follows:

- a. If you work less than 3 ½ hours, you are not entitled to a rest break.
- b. If you work 3 ½ to 6 hours, you are entitled to a 15-minute rest break.
- c. If you work 6 to 10 hours, you are entitled to two 15-minute rest breaks.
- d. If you work 10 to 14 hours, you are entitled to three 15-minute rest breaks, and so on.

Rest breaks should be taken in the middle of each four-hour work period to the extent it is practicable to do so. Rest breaks cannot be combined, added to meal periods or skipped in order to start work late or end work early.

The 15-minute rest break does not include the reasonable time it takes to walk to and from the closest break area (whether or not you take your break in the break area). Rest breaks are not recorded in the HR/Payroll timekeeping system.

### **6.8.3 Rest Breaks and Meal Periods are Strongly Encouraged**

Employees are entitled, encouraged, and expected to take all meal periods (unless waived) and rest breaks provided under this policy, during which employees are relieved of all work-related duties and IRC exercises no control over employees’ activities. Employees are free to spend their meal periods and rest breaks as they choose (consistent with any other IRC policies that may apply during off-duty time). Employees are not required to remain on-premises or “on-call” during their off-duty meal periods and rest breaks.

No one may impede or discourage employees from taking meal periods and rest breaks

provided under this policy. If you believe that you have not been authorized and permitted to take a rest break and/or provided a meal period that complies with this policy, or if you believe that you have been pressured, coerced or encouraged not to take your rest breaks and/or meal periods by anyone, you should immediately notify the Human Resources Department.

#### **6.8.4 Rest Break and Meal Period Violation - Premium Pay**

If you are a non-exempt employee and you were not provided with a rest break and/or a meal period consistent with this policy, you are entitled to a premium payment under the *Labor Code* of one hour of additional pay at your regular rate of pay up to a maximum of two hours of premium pay per workday for all rest break and/or meal period violations during a single workday. If you believe that you were not paid a premium payment for a rest break and/or meal period violation consistent with this policy, please contact the Human Resources and Payroll Departments.

### **6.9 Paychecks**

#### **6.9.1 Direct Deposit**

IRC encourages all employees to enroll in direct deposit for payroll. If you would like to take advantage of direct deposit, please enroll in direct deposit by going to your profile in the IRC Payroll/HR system, select Direct Deposit and provide the required information.

Typically, the bank will begin the direct deposit on the next payroll after you submit your completed application. If you have provided incorrect banking information and the funds are returned, you must provide the correct banking information and update the direct deposit section of your profile in the IRC Payroll/HR system.

If you have selected the direct deposit payroll service, an online paycheck stub is provided to you on paydays in lieu of a physical check on your profile in the IRC Payroll/HR system.

Contact the Human Resources Department or the Payroll Department if you have any questions on how to access the Payroll/HR system and set up direct deposit.

#### **6.9.2 Physical Check/Replacement Check**

If you are not utilizing direct deposit for your paychecks, the IRC Payroll/HR system will automatically mail your paycheck to you at the time payroll is transmitted in the system. If you lose your paycheck and request a replacement check, Payroll will not process the replacement check for 10 business days to make sure that the original check has not been deposited and cleared.

#### **6.9.3 Paycheck Stub**

An employee's itemized pay statement, i.e. paycheck stub, is available through the IRC Payroll/HR system. Contact the Human Resources Department or the Payroll Department if you have any questions on how to access the Payroll/HR system to view, download or print your pay statement.

## **6.10 Paycheck Deductions**

IRC is required by law to make certain deductions from your pay each pay period, including deductions for federal income tax, Medicare (FICA) taxes, and any other deductions required under local, state or federal law or by court order. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. Permissible deductions for exempt employees may also include, but are not limited to, deductions for full-day absences for reasons other than sickness or disability and certain disciplinary suspensions. You may also authorize certain voluntary deductions from your paycheck where permissible under local, state or federal law. Your deductions will be reflected in your wage statement. If you have any questions about deductions from your pay, contact the Human Resources or Payroll Departments.

IRC will not make deductions to your pay that are prohibited by federal, state or local law. Review your paycheck for errors each pay period and immediately report any discrepancies to the Payroll Department.

You will be reimbursed in full for any inadvertent or improper deductions. If an error is found, you will receive an adjustment, which will be paid no later than your next regular payday.

IRC will not retaliate against employees who report erroneous deductions in accordance with this policy.

## **6.11 Pay Period and Pay Day**

IRC's pay period is two workweeks. There are 26 pay periods in a year. IRC pays all employees every other week on Friday for the pay period that ends on the previous Friday. If a payday falls on a holiday, you normally will be paid on the last business day before the holiday. The Payroll Department issues a payroll schedule each year.

Review your paycheck for accuracy and report any concerns to the Payroll Department immediately so that any error can be corrected as soon as possible. The Payroll Department will notify you if a Payroll Addendum is needed.

## **6.12 Recording Time**

IRC is required by applicable federal, state, and local laws to keep accurate records of hours worked by non-exempt employees. To ensure that IRC has complete and accurate time records and that employees are paid for all hours worked, non-exempt employees are required to record all time worked and meal periods using the HR/Payroll time keeping system used by IRC. Exempt employees may also be required to record days and/or time worked using the HR/Payroll time keeping system used by IRC. Contact the Payroll Department for specific instructions.

Non-exempt employees must accurately record all of their time to ensure that they are paid for all hours worked, including overtime, and must follow established procedures for recording their time each day as follows:

- d. The actual time you start working each workday.



- e. The actual time you finish working each workday.
- f. The actual time you stop working and start your meal period(s).
- g. The actual time you finish your meal period(s) and resume working.
- h. The actual time you start and finish any other absence from work for any reason during the workday (not including your rest breaks).

**IRC does not utilize a rounding policy for any of your “punches” when you “clock in” and “clock out” during the workday. The time keeping system records your “punches” in real time.**

**Non-exempt employees must be clocked in on the time keeping system before performing any work related duties. No work related duties should be performed before the employee clocks in or after the employee clocks out for their scheduled daily shift.**

You must approve and submit your timecard electronically on the next business day after your final “End Shift” punch of the pay period, or as otherwise required by the Payroll Department. Immediately notify your manager and the Payroll Department of any pay discrepancies, errors in your timecard, or any involuntarily missed, short or interrupted meal or rest breaks.

**All edits to a timecard must be submitted during the employee’s scheduled daily shift times and only after the employee has clocked into the timekeeping system.**

All time worked must be reported on your timecard. Falsifying time entries is strictly prohibited. This includes working “off the clock”, e.g., any work you do without recording the actual time worked on your timecard. If you falsify time records for yourself or a co-worker, or if you work “off the clock”, you will be subject to discipline up to and including termination of employment.

Immediately report to the Human Resources Department any employee or manager who falsifies the time entries of you or a co-worker or who encourages or requires you or a co-worker to falsify time entries or to work “off the clock”.

### **6.13 Wage Disclosure Protection**

In accordance with California law, IRC will not prohibit you from doing the following:

- a. Disclosing your own wages;
- b. Discussing the wages of others;
- c. Inquiring about another’s wages; or
- d. Aiding or encouraging any other employee to exercise these rights.

In addition, IRC will not do any of the following:

- e. Require you to sign a waiver or other document that denies you the right to disclose the amount of your wages; or
- f. Discharge, discipline, or otherwise discriminate or retaliate against you for disclosing the amount of your wages.

However, if you have access to or knowledge of the private compensation information of other employees as a part of your role and essential job functions, you may not disclose that information to individuals who do not otherwise have access to it, unless the disclosure is:

- g. In response to a formal complaint or charge;
- h. Part of an investigation, proceeding, hearing, or action, including an investigation conducted by IRC; or
- i. Consistent with the legal duty of IRC to furnish information.

If you believe that you have been discriminated or retaliated against in violation of this policy, immediately report your concerns to the Human Resources Department.

This policy shall not be used to interfere with, restrain, coerce or retaliate against employees who exercise their rights under this policy or any of their rights under the National Labor Relations Act.

## **6.14 Workweek Schedules and Overtime**

### **6.14.1 Workweek Schedules**

IRC has adopted a 9/80 Alternative Workweek Schedule (AWS) in which full-time employees work 9 hours per day, Monday through Thursday, and 8 hours on Friday with every other Friday off. There are 2 schedules (Track I and Track II) that alternate the Fridays off so that approximately ½ of the staff are working every Friday. For Track I, the Friday off is the Friday at the end of the pay period. For Track II, the Friday off is the Friday in the middle of the pay period.

The full-time workweek is 40 hours per week, not including meal periods. There is a midmorning and a midafternoon rest break of 15 minutes each (see Section 6.8 for specific details on rest breaks). The workweek runs from Friday at 12:01 p.m. to Friday at 12:00 p.m. (Noon) Pacific Time for all employees.

In general, employees are assigned to one of the following schedules:

- a. 7:30 a.m. to 5:30 p.m. Monday through Thursday with a 1 hour meal period and 8:00 a.m. to 5:00 p.m. Friday with a 1 hour meal period with every other Friday off. (See Section 6.8 for specific details on meal periods.)
- b. 7:30 a.m. to 5:00 p.m. Monday through Thursday with a ½ hour meal period and 8:00 a.m. to 5:00 p.m. Friday with a 1 hour meal period with every other Friday off. See Section 6.8 for specific details on meal periods.

If an employee is unable to work either of the above schedules, the employee may instead work a 10/80 schedule of 8 hours per day, Monday through Friday, 8:00 a.m. to 5:00 p.m. with a 1 hour meal period and no alternating day off, which is designated as Track III.

Part-time employees, regardless of their schedule, are assigned to Track IV.

**No work schedules different from the above for Tracks I, II or III may be created or approved by a manager, Program Administrator or Director. All Track IV schedules must be approved by the part-time employee's Program Administrator or Director.**

**To the extent required by law, the Executive Director may approve a different workweek schedule if necessary to accommodate a religious belief or observance, disability, medical condition, etc. of an employee that conflicts with the above AWS options.**

It may be necessary to change an employee's track assignment when the employee is promoted, transferred or reassigned to another position, unit or department or when, in IRC's sole discretion, it is necessary to meet the needs of IRC. A track change requires the approval of the Human Resources Manager and the employee's Director or Program Administrator and must be effective at the beginning of a pay period.

A change in track must be done in such a way that an employee does not work more than 40 hours per work week in the pay period prior to the track change or the pay period in which the track change occurs solely because of the track change.

Non-exempt employees are not allowed to switch their on duty and off duty Fridays unless approved by their Program Administrator or Director and the switch must not result in daily or weekly overtime being incurred.

**If you clock out and leave work early for any reason, you must secure your manager's approval, if possible.** If you know ahead of time that you will be absent, late or must leave early, you must provide reasonable advance notice to your manager. You may be required to provide documentation of any medical or other excuse for being absent, late or leaving early, when permitted by applicable law.

IRC reserves the right, in its sole discretion, to require employees to come in early, work late and/or work overtime from time to time depending on various factors, such as workloads, staffing needs and special projects.

#### **6.14.2 Overtime**

If you are a non-exempt employee, you may qualify for overtime pay. **All overtime must be approved in advance, in writing, by your manager except in those situations when advance notice and approval is not possible.** If prior approval was not obtained, the employee must notify their manager as soon as possible regarding the need for the overtime and why prior approval could not have been obtained. **Employees will be paid for all overtime worked, even if it was not approved in advance or even if the request would have been denied had the request been made in advance.**

At certain times, IRC may require you to work overtime. We will attempt to give you as much notice as possible. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in disciplinary action, up to and including termination of employment.

If you are a non-exempt employee assigned to work AWS Tracks I or II, you will be paid overtime as required by state or federal law including, but not limited to, the following:

- a. 1½ times your regular rate of pay for all hours worked in excess of 40 hours in any one workweek established by the AWS.
- b. 1½ times your regular rate of pay for:
  - i. all hours worked in any regularly scheduled workday established by the AWS that are in excess of the AWS schedule for that workday up to and including 12 hours for that workday; and
  - ii. all hours worked up to and including 8 hours on workdays other than the regularly scheduled workdays established by the AWS.
- c. 2 times your regular rate of pay for:
  - i. all hours worked in excess of 12 hours in any regularly scheduled workday established by the AWS; and
  - ii. all hours worked in excess of 8 hours on workdays other than the regularly scheduled workdays established by the AWS.

If you are a non-exempt employee assigned to work Tracks III or IV, you will be paid overtime as required by state or federal law including, but not limited to, the following:

- a. 1½ times your regular rate of pay for all hours worked in excess of 40 hours in any one workweek.
- b. 1½ times your regular rate of pay for:
  - i. all hours worked in a workday in excess of 8 hours for that workday; and
  - ii. all hours worked up to and including 8 hours on the seventh consecutive workday in a single workweek.
- c. 2 times your regular rate of pay for:
  - i. all hours worked in a workday in excess of 12 hours for that workday; and
  - ii. all hours worked in excess of 8 hours on the seventh consecutive workday in a single workweek.

For the purpose of calculating weekly overtime for all Tracks, hours worked that are paid at either 1½ or 2 times the regular rate of pay, i.e., daily overtime, are **not included** in determining when more than 40 hours have been worked in a workweek; only hours worked that are paid at straight time are counted in determining when an employee is entitled to weekly overtime.

Hours paid for time that is not actually worked do not count for purposes of calculating daily or weekly overtime, e.g., holidays, personal holiday, vacation time, sick time, leaves of absence, longevity leave, etc.

The ICRC 155 must be submitted for all daily and weekly overtime, whether preapproved or not.

## 7.0 TRAVEL EXPENSES

### 7.1 Business Travel Expenses

The purpose of this policy is to define approved business travel expenses, per diem rates and the authority for incurring and approving such expenses.

Travel expenses are the reasonable and necessary expenses incurred by employees when traveling on approved IRC business trips. Travel is limited to business activities for which other means of communication is inadequate, e.g., phone calls or remote appearances using Teams or Zoom, and for which prior approval from your manager has been received.

#### 7.1.1 Per Diem Rates for Meal and Incidental Expenses

IRC utilizes the US General Services Administration per diem rates for meal and incidental expenses for California that are effective on October 1 of each year. The per diem rates for breakfast, lunch, dinner and incidentals will be posted on IRC's intranet page. The allowance for incidentals is intended to reimburse the employee for small miscellaneous expenses that are incurred during the course of travel.

The maximum allowable meal expense allowance is the actual cost up to the published per diem rates. Meal receipts are required for reimbursement.

The per diem expenses must be submitted on the Travel Expense Report (ICRC 22).

#### 7.1.2 Reimbursement Rates for Less Than a 24-Hour Period

- a) The maximum allowable meal expense allowance is the actual cost up to the published per diem rates. Meal receipts are required for reimbursement. The allowance for incidental expenses does not apply for periods of travel of less than 24 hours.
- b) Overtime meal expenses are allowed if traveling 25 miles or more from the employee's point of departure, i.e. either the employee's designated office location or home. Employees must depart at least two hours before and/or return two hours after their regularly scheduled workday in order to claim reimbursement for overtime meals.

#### Example #1

An employee whose regular workday is 7:30 a.m. to 5:30 p.m. leaves from their designated office location or home at or before 5:30 a.m., travels twenty-five (25) miles or more one-way to their destination and returns to their designated office location or home at 2:30 p.m. The employee would be eligible for reimbursement of the actual cost of breakfast and lunch, not to exceed the published per diem rates (receipts and/or other acceptable proof of payment must be provided).

#### Example #2

If the employee did not return from the above-noted trip until on or after 7:30 p.m., the

employee would also be eligible for reimbursement of the actual cost of dinner, not to exceed the published per diem rate (a receipt and/or other acceptable proof of payment must be provided).

### Example #3

If the employee leaves their designated office location or home at 8:00 a.m., travels twenty-five (25) miles or more one-way to their destination and returns to their designated office location or home on or after 7:30 p.m., the employee is eligible for reimbursement of the actual cost of lunch and dinner (receipts and/or other acceptable proof of payment must be provided).

### **7.1.3 Conventions, Conferences, Seminars, etc.**

Allowance is made for expenses for approved conferences, seminars, conventions, etc. Reimbursement will be allowed for the registration fee, transportation to and from the meeting site, hotel (if overnight travel is necessary) and per diem allowances. Receipts or vouchers shall be submitted for every item of expense of \$1 or more, e.g. parking receipts, airport shuttle, taxi, etc. For reimbursement, employees must submit a Reimbursement Claim form (ICRC 46) with appropriate receipts and/or other acceptable proof of payment.

The Reimbursement Claim form must be approved by the employee's Manager or designee and by the employee's Program Administrator or Director before reimbursement can be made.

On occasion, registration fees for approved conferences, seminars, conventions, etc. are paid in advance directly to the sponsoring or presenting organization. Employees who fail to attend a prepaid event, may be required to reimburse IRC for all fees/expenses paid.

The approved Reimbursement Claim form (ICRC 46), with appropriate receipts and/or other acceptable proof of payment must be submitted to [travelclaims@inlandrc.org](mailto:travelclaims@inlandrc.org) by the employee's Manager or designee.

### **7.1.4 Airline Travel**

Airline travel requires an invoice to be approved by the employee's Program Administrator or Director and the Executive Director. It is recommended that this be requested as soon as possible, but at least 10 calendar days before the scheduled departure date.

The Executive Director's Executive Assistant, or other designee, shall coordinate all airline reservations, invoices and ticket delivery.

### **7.1.5 Rental Car**

If traveling out of town or overnight, the use of a rental car must be approved by the employee's Program Administrator or Director and the Executive Director prior to the reservation date for the rental car.

The Executive Director's Executive Assistant, or other designee, shall coordinate all car rental reservations and invoices.

## **7.2 Mileage, Parking and Highway Tolls Reimbursement**

### **7.2.1 Eligibility**

Employees may claim reimbursement for mileage expenses, reasonable parking and necessary highway tolls when they operate their personal vehicle on IRC business as a result of the requirements of their job or when specifically authorized to do so by their manager.

### **7.2.2 Mileage Reimbursement Rate**

IRC reimburses employees for their mileage expense using the Federal Standard Mileage Rate (FSMR). Mileage reimbursed at the FSMR is intended to cover the fixed and variable costs of owning/leasing and operating a personal vehicle including, but not limited to, the following: loan payments, lease payments, insurance, vehicle tax, registration, fuel, maintenance, wear and tear, tires, repairs and personal expenses incurred as a result of mechanical breakdown or accident.

### **7.2.3 Parking and Highway Tolls**

The cost of necessary highway tolls and reasonable parking fees will be allowed while on IRC business. Employees should make every effort to plan their day to allow sufficient time to get to their scheduled meetings or appearances without having to use toll roads. Employees should use toll roads only when necessary to avoid being late for a scheduled meeting or appearance. Employees should use self-parking options or metered street parking. Valet parking will not be reimbursed unless no other parking was available at the location.

### **7.2.4 Requirements for reimbursement**

- a. This Section 7.2 applies to employees in the following situations:
  1. Employees who are working in the San Bernardino Headquarters office or any branch office location and who do not work remotely out of their home or in the field;
  2. Employees who have a hybrid work schedule involving remote working out of their home, in the field and working in the San Bernardino Headquarters office or any branch office location; and
  3. Employees who only work remotely out of their home.
- b. Mileage will be paid to any employee who goes out into the community on IRC business who leaves from and returns to their home and there will be no deduction in the mileage for their “regular commute” to and from their home and their assigned office location.
- c. Mileage will NOT be paid to any employee who goes to the San Bernardino Headquarters office or any branch office location to work because that is considered their regular commute, which is not eligible for mileage reimbursement. This will apply whether the employee works all day in the office or just part of the day and then finishes the workday at their home.

- d. Mileage will be partially paid to any employee who goes to the San Bernardino Headquarters office or any branch office location to work and spends part of the day working in the office and the rest of the day working in the community and returning to their home at the end of the day as follows: mileage will NOT be paid for the one-way trip from home to the office as this is part of the regular commute. Mileage will be paid from the office to the field visit and from the field visit to their home less the one-way commute mileage from the office to their home.
- e. Mileage will be partially paid to any employee who goes to the San Bernardino Headquarters office or any branch office location to work and spends part of the day working in the office, travels from the office to a field visit and then returns to the office to finish out the workday as follows: mileage will NOT be paid for the trips to and from home and the office as this is part of the regular commute. Mileage will be paid from the office to the field visit and from the field visit back to the office without any deduction.
- f. For non-exempt employees, your travel time (excluding the time that is considered to be part of your regular commute, if applicable) is considered to be “hours worked” for purposes of the employee’s timecard.
- g. IRC’s policy is to pay and/or reimburse employees for all valid mileage, parking fees and highway tolls and employees may not waive or decline payment and/or reimbursement. Therefore, all mileage, parking fees and highway tolls reimbursement claims are required to be submitted by the employee on the Travel Expense Report (ICRC 22), which must be reviewed and approved by their manager, Program Administrator and/or Director within 3 business days.
- h. Anyone who impedes or discourages, or attempts to impede or discourage, employees from submitting valid mileage, parking fees and highway tolls reimbursement claims will be subject to discipline up to and including termination of employment.
- i. Submitting false mileage, parking fees and/or highway tolls reimbursement claims is strictly prohibited. If you submit, or aid in the submission of, a false mileage, parking fee and/or highway toll reimbursement claim for yourself or a co-worker, you will be subject to discipline up to and including termination of employment.
- j. You must immediately report to the Human Resources Department any employee or manager who submits, aids in the submission of, or knowingly approves a false mileage, parking fee and/or highway toll reimbursement claim for you or a co-worker or who encourages or requires you or a co-worker to submit a false mileage, parking fee and/or highway toll reimbursement claim.

## **8.0 PERFORMANCE, DISCIPLINE, SEPARATIONS OF EMPLOYMENT**

### **8.1 Annual Performance Evaluations and Pay Raises**

IRC will periodically review your work performance. The performance evaluation process is a means for increasing the quality and value of your work performance. Your initiative, effort,



attitude, job knowledge, performance on duties identified in the job description and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Merit based pay raises and promotions are based on numerous factors, only one of which is job performance. A merit based pay raise in any given amount, or not at all, is within the sole discretion of IRC.

An employee's evaluation is an ongoing day-to-day process. The manager will evaluate and discuss with you the specific details of your work performance throughout your employment and will notify you of any problems as they arise.

The Appraisal Summary of Job Performance will be completed at the end of 6 months of employment and at the end of 12 months of employment for employees during their first year of employment or first year in a new position; and, annually thereafter. Managers should make every effort to have the appraisals completed and submitted to the appropriate Director or Program Administrator for approval two weeks prior to the effective date.

Merit based pay raises will be processed only on receipt in the Human Resources Department of a completed appraisal indicating a merit based pay raise has been approved and has been signed by all required parties.

A Short Form Performance Evaluation may be used for a regular employee who has been at the top of their salary range for one year or more, meets all of IRC's job requirements and performance standards, is in good standing and has had no disciplinary action in the past 12 months.

## **8.2 Change in Annual Performance Evaluation Date**

### **8.2.1 Promotion**

When an employee is promoted to a different position, the employee's annual performance evaluation date will change to the effective date of the promotion.

### **8.2.2 Upon Return From a Leave of Absence**

An employee's annual performance evaluation date will change after returning from an approved leave of absence (LOA) when the employee has been on one or more approved leaves of absence for a total of twelve (12) weeks plus 1 day (85 days) or more, either consecutively or cumulatively, during the employee's annual performance evaluation year.

This applies to all types of LOAs regardless of whether the employee is paid in whole or in part by using accrued vacation or sick time. The use of sick time of five (5) consecutive days or less, vacation time of any length or longevity leave are not considered when calculating a change in the annual performance evaluation date.

The annual performance evaluation date will be moved out the total number of days the employee was on one or more approved LOAs during the same annual performance evaluation year.

The employee's annual performance evaluation date will not change if the total number of consecutive or cumulative days the employee is out on one or more approved LOAs during the same annual performance evaluation year is 12 weeks (84 days) or less.

Example 1:

The employee's annual performance evaluation year is September 1, 2023 to September 1, 2024. The LOA starts on March 1, 2024 and ends on June 15, 2024, a total of 107 consecutive days.

The total number of days for the LOA is more than 85 days, so the next annual performance evaluation date will be moved out 107 days to December 17, 2024.

Example 2:

The employee's annual performance evaluation year is September 1, 2023 to September 1, 2024. The first LOA starts on November 1, 2023 and ends on December 31, 2023, a total of 61 consecutive days, and the second LOA starts on July 1, 2024 and ends on July 31, 2024, a total of 31 consecutive days. The cumulative total for both LOAs is 92 days.

The total number of days for the two LOAs is more than 85 days, so the annual performance evaluation date will be moved out 92 days to December 2, 2024.

Example 3:

The employee's annual performance evaluation years are December 1, 2022 to December 1, 2023 and December 1, 2023 to December 1, 2024. The leave of absence starts on November 1, 2023 and ends on January 31, 2024, a total of 92 days, of which 30 days are during the evaluation year of December 1, 2022 to December 1, 2023, and 62 days are during the evaluation year of December 1, 2023 to December 1, 2024.

There would be no change in the annual performance evaluation date because the number of days the employee was on the LOA is 84 days or less during each of the evaluation years and because the LOA is split between two different evaluation years, the cumulative total between the two years is not considered.

### 8.3 Criminal Activity

IRC will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by IRC, whether on or off IRC premises, may result in disciplinary action up to and including termination of employment.

You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled, due to involvement in criminal activity, may result in disciplinary action up to and including termination of employment.

## **8.4 Disciplinary Process**

Violation of IRC’s policies or procedures may result in disciplinary action including, but not limited to, verbal or written warnings, performance improvement plans, demotion, transfer, suspension with or without pay, or termination of employment. IRC encourages a system of progressive discipline depending on the type of prohibited conduct. However, IRC is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, IRC policies or where the quality or value of their work fails to meet expectations at any time. The use of any form of progressive discipline does not imply that your employment is anything other than on an “at-will” basis and does not alter your “at-will” employment relationship with IRC.

In appropriate circumstances, you may be provided with verbal warnings, written warnings, and performance improvement plans. If the conduct or performance is not sufficiently altered or adequate improvement demonstrated, then there may be eventual demotion, transfer, suspension with or without pay, or termination of employment. Your manager and the Human Resources Department will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while IRC is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

## **8.5 Exit Interview**

You may be asked to participate in a voluntary exit interview when your employment with IRC ends. The purpose of the exit interview is to provide management with greater insight into your decision to leave; identify any trends requiring attention or opportunities for improvement; and to assist IRC’s Human Resources Department in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

## **8.6 Open Door/Conflict Resolution Process**

### **8.6.1 Open Door Policy**

IRC strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we encourage all of our employees to bring any problems, concerns, or complaints about the workplace to the attention of their manager and/or Program Administrator and, if necessary, to their Director or the Human Resources Department as soon as possible. IRC will attempt to resolve any problem, concern or complaint through this informal process. While IRC cannot guarantee that in each instance the employee will be satisfied with the result, we will attempt in each instance to explain the result to the employee if the employee is not satisfied. IRC will also attempt to keep the matter complained of and the results of any investigation or resolution confidential. However, while investigating the matter, it may be necessary to disclose some information to other appropriate individuals.

Please note, the procedure for reporting claims in “Reporting Discrimination, Harassment, and/or Retaliation” (Section 3.5 above) should be used rather than making the complaint under this Open Door Policy.

### **8.6.2 Complaint Reporting and Resolution**

As an alternative to the Open Door Policy, IRC has established a complaint procedure to allow employees an opportunity to voice any work-related concerns they may have and to give IRC an opportunity to address and resolve their complaint.

The following procedure is available to all employees for the reporting and resolution of a work-related complaint:

- a. An employee should discuss their complaint with their manager within 5 workdays of the incident or occurrence that gave rise to the complaint.
- b. If the complaint is not resolved by their manager, an employee may discuss the complaint with their Program Administrator and/or Director within 5 workdays after the meeting with their manager.
- c. If the complaint is not resolved by their Program Administrator and/or Director, an employee may file a written complaint with the Human Resources Department. The written complaint should set forth in detail the factual basis for the complaint, any supporting documentation and the names of any witnesses. The Human Resources Manager will conduct an appropriate investigation and strive to provide the employee with a decision or other resolution within 10 workdays. However, some complaints may require additional time to complete the investigation and the decision or other resolution will be provided as soon as possible after the investigation has been completed. IRC will attempt to keep the matter complained of and the decision or other resolution confidential. However, while investigating the matter, it may be necessary to disclose some information to other appropriate individuals.
- d. If the complaint is not resolved to the employee's satisfaction by the Human Resources Manager, the employee may submit a written request for review of the complaint to the Executive Director within 5 workdays after the Human Resources Manager has issued a decision or other resolution. The Executive Director will review the matter and issue a final decision or resolution within 10 workdays.

### **8.6.3 No Retaliation**

Any employee who, in good faith, makes a complaint in accordance with this policy shall not suffer or be subject to harassment, retaliation or any adverse employment action as a result of making such a complaint.

Any employee who retaliates against another employee who has, in good faith, made a complaint in accordance with this policy is subject to discipline, up to and including, termination of employment.

## **8.7 Outside Employment**

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at IRC is prohibited. IRC recognizes that you may seek additional employment during off work hours, however, any outside employment must not affect your attendance or job performance or otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that may be, or

that is, in violation of this section should be immediately reported to your manager and the Human Resources Department. Failure to adhere to this policy may result in discipline up to and including termination of employment.

## **8.8 Post-Employment References**

IRC's policy is to only confirm dates of employment and job title regarding former employees. Forward any requests for employment verification to the Human Resources Department.

## **8.9 Post-Employment Cooperation**

There may be situations when a former employee is needed to attend meetings or formal legal proceedings, such as a deposition, hearing or trial, for the benefit of IRC.

- a. If this occurs, the former employee will be compensated for their time at an hourly rate that is equal to the hourly the former employee was earning at the time of their separation or as otherwise agreed to between the former employee and IRC.
- b. The former employee will be compensated for their travel time at the same hourly rate as set forth in a. above.
- c. The former employee will be paid for mileage at the then current IRS mileage rate.
- d. The former employee must provide a completed W-9 to the Payroll Department in order to be paid.

## **8.10 Promotions/Transfers**

To match you with the position for which you are best suited and to meet the business needs of IRC, you may be transferred from your current position in the discretion of IRC. It is our policy to promote from within only when the most qualified candidate is available. Promotions are made on an equal opportunity basis according to employees possessing the skills, education, experience, and other qualifications that are required for the position.

All employees promoted or transferred to new positions will undergo an introductory period (See Section 4.6 New Hires and Introductory Period), except that such employees will continue to receive the benefits for which they are already eligible.

## **8.11 Resignation**

IRC hopes that your employment will be a mutually rewarding experience; however, IRC acknowledges that varying circumstances can cause you to resign from your employment. IRC intends to handle any resignation in a professional manner with minimal disruption to the workplace.

### **8.11.1 Notice**

IRC requests that you provide a minimum of two weeks notice of your resignation and that you provide a written resignation letter to your manager and the Human Resources Department as well as complete and submit to the Human Resources Department the ICRC 57 Voluntary Resignation form. Upon submission of the resignation letter and/or the ICRC 57 form, it shall

be deemed to be irrevocable and any attempt to withdraw the resignation is invalid unless approved in writing by the Executive Director.

IRC reserves the right to terminate your employment prior to the intended resignation date in any notice you may have given in situations where business needs warrant.

### **8.11.2 Job Abandonment**

Job abandonment will be treated as a voluntary resignation. The following are considered to be a job abandonment:

- a. An employee's unexcused absence of three (3) or more consecutive workdays without notice to their manager, Program Administrator or Director;
- b. Failure to return from any kind of leave of absence on the date agreed to with IRC.

### **8.11.3 Constructive Resignation**

A voluntary act, or failure to act, by the employee that makes them unqualified to perform their work, e.g., a failure by the employee to renew a license needed to perform their work, will be treated the same as a voluntary resignation. The employee may, in the sole discretion of IRC, be given up to 60 days to remedy the issue causing the disqualification. During this remedial period, IRC may allow the employee to perform work that does not require the qualification that needs to be remedied. If the employee is not allowed to work during the remedial period, then the employee will be put on an unpaid personal leave of absence during the remedial period. During this time, the employee may use any accrued vacation, Longevity Leave, AQMD time or their Personal Holiday. Accrued sick time may not be used. At the end of the remedial period, if the issue causing the disqualification has not been remedied then the employee will be terminated from IRC.

### **8.11.4 Final Pay**

- a. If an employee resigns and gives 72 hours or more notice, the employee will be paid for all earned and unpaid wages, accrued and unused vacation time, accrued and unused sick time (if eligible pursuant to Section 10.10), their Personal Holiday (if eligible pursuant to Section 10.5) and earned and unused Longevity Leave (if eligible pursuant to Section 11.9) on their last day of employment. Payment will be made by check at either the San Bernardino or Riverside office of IRC depending upon which location has been designated as the employee's office location.
- b. If an employee resigns and gives less than 72 hours notice, the employee will be paid for all earned and unpaid wages, accrued and unused vacation time, accrued and unused sick time (if eligible pursuant to Section 10.10), their Personal Holiday (if eligible pursuant to Section 10.5) and earned and unused Longevity Leave (if eligible pursuant to Section 11.9) no later than 72 hours after their last day of employment. Payment will be made by check at either the San Bernardino or Riverside office of IRC depending upon which location has been designated as the employee's office location. Alternatively, the employee may receive their final paycheck by mail if he/she requests it and designates a mailing address. The date of mailing shall constitute the date of

payment for purposes of complying with the requirement to make payment no later than 72 hours after the employee's last day of employment.

- c. IRC reserves the right to make the final payment in (a) and (b) above by direct deposit if the employee has previously authorized that form of payment. Any payment made by direct deposit shall comply with the time limits for making the final payment as set forth in (a) and (b) above.

### **8.11.5 Return of Property**

You are required to return all IRC provided property at the time of your resignation including, but not limited to, your employee badge, computer equipment, keys, desk, chair, other furniture, etc.

## **8.12 Termination**

Your employment with IRC is on an "at-will" basis and no employee is guaranteed continued employment. This means your employment may be terminated at any time, with or without notice and with or without cause.

IRC strives to provide a workplace where every employee is valued and is afforded the opportunity to succeed. However, IRC acknowledges that an employee may encounter difficulties or challenges in their career path or may engage in conduct that violates IRC's policies. In such a situation, IRC may have to make the difficult decision to terminate the employee.

### **8.12.1 Termination Meeting**

A termination meeting with the employee being terminated will be conducted by the employee's manager and the Human Resources Manager. There may also be an additional Human Resources representative present as a witness. IRC also reserves the right to include any additional staff needed for assistance or security before, during or after the termination meeting.

During the termination meeting, the employee will be provided with a termination letter setting forth the reasons for their termination and the effective date. Following the termination meeting, the employee will be allowed to retrieve their personal belongings and will then be escorted off of IRC's premises.

### **8.12.2 Final Pay**

- a. When an employee is terminated, the employee will be paid for all earned and unpaid wages, accrued and unused vacation time, accrued and unused sick time (if eligible pursuant to Section 10.10), their Personal Holiday (if eligible pursuant to Section 10.5) and earned and unused Longevity Leave (if eligible pursuant to Section 11.9) at the time and place of termination. Payment will be made by check at either the San Bernardino or Riverside office of IRC depending upon which location has been designated as the employee's office location.

- b. IRC reserves the right to make the final payment in (a) and (b) above by direct deposit if the employee has previously authorized that form of payment. Any payment made by direct deposit shall comply with the time limits for making the final payment as set forth in (a) above.

### **8.12.3 Return of Property**

You are required to return all IRC provided property at the time of your resignation including, but not limited to, your employee badge, computer equipment, keys, desk, chair, other furniture, etc.

## **8.13 Retirement**

IRC does not have a mandatory retirement age. In general, an employee's voluntary separation of employment will be considered to be a retirement if that person is at least 50 years old and is eligible for retirement benefits through CalPERS or some other retirement program, e.g., Social Security. Eligibility for retirement through CalPERS, Social Security or any other retirement program is determined by those programs and not by IRC. For purposes of determining when a retiring employee's final pay is due, retirement is treated the same as a voluntary resignation.

### **8.13.1 Notice**

IRC requests that you provide a minimum of 30 days notice of your intent to retire. For the Executive Director and all other Directors, IRC requests that they provide a minimum of 120 days notice of their intent to retire. The retiring employee should provide a written retirement letter to their manager and the Human Resources Department. The Executive Director shall provide a written retirement letter to the Chair of the Board of Trustees and the Human Resources Department. Upon submission of the retirement letter, it shall be deemed to be irrevocable and any attempt to withdraw the retirement is invalid unless approved in writing by the Executive Director or by the Chair of the Board of Trustees if the retiring employee is the Executive Director.

IRC reserves the right to terminate your employment prior to the intended retirement date in any notice you may have given in situations where business needs warrant.

### **8.13.2 Final Pay**

- a. If an employee retires and gives 72 hours or more notice, the employee will be paid for all earned and unpaid wages, accrued and unused vacation time, accrued and unused sick time (if eligible pursuant to Section 10.10), their Personal Holiday (if eligible pursuant to Section 10.5) and earned and unused Longevity Leave (if eligible pursuant to Section 11.9) on their last day of employment. Payment will be made by check at either the San Bernardino or Riverside office of IRC depending upon which location has been designated as the employee's office location.
- b. If an employee retires and gives less than 72 hours notice, the employee will be paid for all earned and unpaid wages, accrued and unused vacation time, accrued and unused sick time (if eligible pursuant to Section 10.10), their Personal Holiday (if eligible pursuant to Section 10.5) and earned and unused Longevity Leave (if eligible pursuant



to Section 11.9) no later than 72 hours after their last day of employment. Payment will be made by check at either the San Bernardino or Riverside office of IRC depending upon which location has been designated as the employee's office location. Alternatively, the employee may receive their final paycheck by mail if he/she requests it and designates a mailing address. The date of mailing shall constitute the date of payment for purposes of complying with the requirement to make payment no later than 72 hours after their last day of work.

- c. IRC reserves the right to make the final payment in (a) and (b) above by direct deposit if the employee has previously authorized that form of payment. Any payment made by direct deposit shall comply with the time limits for making the final payment as set forth in (a) and (b) above.

### **8.13.3 Return of Property**

You are required to return all IRC provided property at the time of your retirement including, but not limited to, your employee badge, computer equipment, keys, desk, chair, other furniture, etc.

## **8.14 Death**

While IRC wishes all of its employees good health, it is inevitable that employees will die while working at IRC. The death of an employee is challenging not only for the employee's family but also their co-workers and IRC in general.

In the event of an employee's death, the Human Resources Department will reach out to the employee's family to offer whatever assistance they need in securing any available benefits they may be entitled to as a result of the employee's death, e.g., CalPERS benefits and the employee's final pay, including earned and unpaid wages, accrued and unused vacation time, accrued and unused sick time (if eligible), their Personal Holiday (if eligible) and earned and unused Longevity Leave (if eligible).

IRC will work with the employee's family to return any of the employee's personal belongings to them and for the return to IRC of all IRC provided property including, but not limited to, the employee's badge, computer equipment, keys, desk, chair, other furniture, etc.

## **8.15 Salary Schedule Updates and COLAs**

Depending on IRC's funding, expenses, the rate of inflation and other budgetary factors, efforts will be made to give a Cost of Living Adjustment (COLA) and make updates to the Salary Schedule. However, whether or not to give a COLA or make updates to the Salary Schedule in any given amount, or not at all, is within the sole discretion of IRC.

## **8.16 Standards of Conduct**

IRC wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all of our employees, clients, customers and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including termination of employment. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.

Examples of inappropriate conduct include:

- a. Violation of the policies and procedures set forth in this Handbook.
- b. Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- c. Being under the influence of alcohol, illegal drugs or other controlled substances during working hours on IRC property or while on IRC business at any time at any location.
- d. Inaccurate reporting of the hours worked by you or any other employee.
- e. Providing knowingly inaccurate, incomplete or misleading information when speaking on behalf of IRC or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications or expense records.
- f. Fraud, falsification of or omission of information from IRC records or documents; including but not limited to, employment application, travel claim, employee benefit plans, consumer records, etc.
- g. Taking or destroying company property.
- h. Possession of potentially hazardous or dangerous property, such as firearms, weapons, chemicals, etc., during working hours on IRC property or while on IRC business at any time at any location, without prior authorization.
- i. Fighting with, or harassment of any fellow employee, vendor, consumer or a consumer's family members.
- j. Disorderly conduct which damages property, interferes with IRC operations or that may endanger the well-being of any employee, visitor, or other person, e.g. fighting, throwing things, horseplay or practical jokes, etc.
- k. Refusal or failure to follow directions or to perform a requested or required job task.
- l. Insubordination resulting from refusal to comply with instruction, violation, rules of conduct, refusal to work overtime or special hours when required to do so, refusal to accept a proper job assignment, or other disrespectful conduct to a manager.
- m. Unauthorized use of IRC material, time, equipment, voicemail, computers, e-mail or the IRC employee mailboxes.
- n. Failure to maintain consumer records in accordance with IRC's policies and procedures. Consumer records shall not be stored on any mobile devices, e.g. DVD's, CD's, flash drives, disks, etc., unless the data is encrypted.
- o. Conduct which IRC feels reflects adversely on the employee and/or IRC.
- p. Engaging in practices that are inconsistent with generally accepted rules of conduct and which endanger the welfare of IRC and its employees.
- q. Behavior that is perceived by IRC's consumers, vendors or other community agencies to be insulting, demeaning or derogatory.
- r. Inappropriate conduct or relationship with consumers or their families.
- s. Employees working outside the scope of their authority as outlined in their job description.
- t. Refusal or failure to follow safety rules and procedures.
- u. Excessive tardiness or absences.

- v. Smoking in non-designated areas.
- w. Working unauthorized overtime.
- x. Solicitation of fellow employees on IRC premises during working hours.
- y. Failure to dress according to IRC's policy.
- z. Use of obscene or harassing language in the workplace.
- aa. Threatening, intimidating, coercing, using abusive language or otherwise interfering with the performance of fellow employees, consumers, or others encountered on IRC business.
- bb. Engaging in outside employment that interferes with your ability to perform your job at IRC.
- cc. Gambling on IRC premises.
- dd. Lending keys or keycards for access to IRC's property or premises to unauthorized persons.
- ee. An unacceptable DMV driving record.
- ff. Expired, revoked or suspended driver's license or lack of automobile insurance.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act or to modify your status as an at-will employee.

### **8.17 Transfers**

IRC reserves the right to transfer your employment from one position to another, with or without notice, to meet IRC's business needs. You may also be allowed to transfer to a different position if approved by your manager and Director. Transfers lasting more than 90 days may be considered final and your paycheck may be increased or decreased consistent with the pay scale for your new position.

### **8.18 Workforce Reductions**

IRC reserves the right, in its sole discretion, to implement workforce reductions through layoffs, furloughs and terminations due to business necessity, but will make every effort to avoid such actions.

## **9.0 GENERAL POLICIES**

### **9.1 Another Way Advisory Committee**

The purpose of the Another Way Advisory Committee is to support the unmet emergency needs of IRC's consumers and their families who meet the financial eligibility requirements when those emergency needs cannot be met by the services and supports provided by IRC and its vendors through the Lanterman Developmental Disabilities Services Act or by an existing community resource.

Another Way is a volunteer-driven organization. Every week members of the Another Way Advisory Committee oversee Another Way's work and determines how best to meet a consumer's emergency needs.

Another Way is a self-sustaining emergency fund that is maintained and administered by IRC staff who volunteer their time. Another Way is funded by donations received from voluntary payroll

deductions from staff, an annual golf tournament, grants, and corporate and individual donations. All activities of Another Way are subject to private and state audits.

Employees can contact the Human Resources Department to find out how they can participate in and/or support Another Way.

## **9.2 Bulletin Boards**

IRC maintains an official bulletin board located in the San Bernardino office on the first floor of Buildings 1 and 2 near the elevators; on the second floor near the break room of Building 3, and in the Riverside office near the employee mailboxes for the purpose of providing employees with official company notices, including wage and hour laws, changes in policies, and other employment-related notices. All notices on the bulletin boards are posted by the Human Resources Department. If IRC opens other branch offices, an official bulletin board will be located in an area that is frequented by employees and where they may easily read the items posted on the bulletin board during the workday.

Additionally, IRC posts official company notices, including wage and hour laws, changes in policies, and other employment-related notices on IRC's intranet site.

At times, IRC may also post information of general interest to employees on the bulletin boards. You are responsible for being informed about this material by periodically reviewing the bulletin boards. Only authorized personnel may add and remove notices from the bulletin boards.

## **9.3 Computer Security and Copying of Software**

IRC provides a variety of business technology and electronic forms of communication to better enable employees to facilitate IRC business. IRC's equipment and communication devices are to be used for business purposes only. Any employee abusing the privilege of IRC-facilitated access to electronic media and/or services will be subject to disciplinary action, up to and including termination.

Software programs purchased and provided by IRC are to be used only for creating, researching, and processing materials for IRC's use. By using IRC hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable IRC policies.

All software acquired for or on behalf of IRC or developed by IRC employees or contract personnel on behalf of IRC, is and will be deemed to be IRC's property. It is the policy of IRC to respect all computer software rights and to adhere to the terms of all software licenses to which IRC is a party.

You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or IRC to both civil and criminal penalties under the United States Copyright Act. All software acquired by IRC must be purchased through the IT Department.

You may not duplicate, copy, or give software to any outsiders including clients, contractors,

customers, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by IRC.

Employees should not store personal data on IRC provided devices, e.g., tablet or laptop computers, flash drives, etc. All consumer information must be stored on IRC's designated network drives.

## 9.4 Dress and Appearance

IRC is dedicated to providing a professional service to those consumers, families, vendors and communities that we serve. Employees are required to present themselves as professionals with everyone that they interact with. IRC expects its employees to exemplify our values in their action and dress, whether or not their job responsibilities place them in direct contact with consumers, families, vendors or the public.

IRC respects our consumers, families, vendors and the public and our employees are expected to reflect this in their dress and overall demeanor. Employees are expected and required to dress in a manner that is normally acceptable in a professional business establishment. One's appearance should never create a barrier between an employee and our consumers, families, vendors and the public or prevent employees from performing their jobs. **Good judgment and common sense should always be used when dressing for work.**

### 9.4.1 Business Dress/Appearance

While at an IRC office or when attending in-person or video (Teams, Zoom, etc.) meetings with consumers, families, vendors, schools, manager, co-workers and other in-person or video meetings in the communities we serve, employees are expected to be neat and clean in their appearance and to be appropriately dressed for a professional, business environment. In the above situations, the personal appearance and attire of employees during regular business hours or while on IRC business are to be governed by the following standards:

- a. All Clothing: Must be neat, clean, without rips, tears or holes and appropriate for a professional, business environment.
- b. Shirts/Blouses: Shirts or blouses with or without collars that are pull-over, button-up or "polo" style; sweaters/sweater vests; and any IRC sanctioned shirts with an approved IRC or Consumer Advisory Committee (CAC) logo.
- c. Pants: Suit pants, dress pants, "Dockers" style pants, "Capri" style pants, and similar styles are acceptable. Solid color "Jeans" that do not have faded/bleached areas, rips, tears or holes are also acceptable. "Leggings" are acceptable if worn with a mid-thigh length top, jacket, etc. at all times.
- d. Skirts and Dresses: Skirts, dresses, Skorts or Split Skirts appropriate for a professional, business environment are acceptable.
- e. Unacceptable Clothing: Sweatshirts or T-shirts with printed designs, wording or graphics of any kind (other than IRC sanctioned shirts with an approved IRC or CAC logo); strapless tops, tank tops, tube-tops, crop-tops, miniskirts, bare-midriff shirts, sweatpants, sweatshirts, scrubs, sports jerseys, "Yoga" style tight fitting stretch pants, "leggings" worn without a mid-thigh length top, jacket, etc.; exercise outfits, beach

wear, "jeans" that have faded/bleached areas, rips, tears or holes; or shorts of any length.

- f. Footwear: Footwear should be clean and presentable at all times and must not pose a safety hazard. High heels may be worn but care should be taken to ensure that they are not so high that they are unsafe or are a danger for the individual wearer. Slippers, “flip-flops”, “slides” and similar style footwear are not acceptable.
- g. Body Piercings: Ear piercings are acceptable. Other facial piercings, e.g., lips, nose, tongue, eyebrows, etc.; or other visible body piercings, may not be worn while at an IRC office or when attending in-person or video meetings. Earlobes with ear plugs, gauges or tunnels, etc. in them are not acceptable and must be covered or concealed in some fashion while at an IRC office or when attending in-person or video meetings.
- h. Tattoos: Visible tattoos should not be offensive, vulgar or sexually suggestive in nature. IRC reserves the right to request that the employee cover a tattoo.

#### 9.4.2 Casual Dress/Appearance

- a. Casual Day
  - 1. In office on a Friday, or Thursday if the Friday is an IRC Holiday.
  - 2. In office on days in which specific pre-approved events, fundraisers or other occasions are occurring for which IRC management has allowed Casual Dress.
  - 3. While in office will not be attending in-person or video (Teams, Zoom, etc.) meetings with consumers, families, vendors, schools, manager, co-workers and other in-person or video meetings in the communities we serve.
- b. Acceptable Casual Dress/Appearance
  - 1. Anything that is allowed under the section “Business Dress/Appearance” above.
  - 2. All clothing must be neat, clean, without rips, tears or holes and any printed designs, wording or graphics must not be offensive, vulgar or sexually suggestive in nature.
  - 3. Sweatshirts and solid color T-shirts as long as any printed designs, wording or graphics are not offensive, vulgar or sexually suggestive in nature.
  - 4. “Jeans” and other casual pants that do not have faded/bleached areas, rips, tears or holes.
  - 5. Footwear should be clean and presentable at all times and must not pose a safety hazard.
  - 6. Acceptable body piercings and tattoos are the same as in the “Business Dress/Appearance” section above.
- c. Unacceptable Casual Dress/Appearance
  - 1. Sweatshirts, T-shirts or any other clothing with printed designs, wording or graphics that are offensive, vulgar or sexually suggestive in nature.
  - 2. Strapless tops, tank tops, tube-tops, crop-tops, bare-midriff shirts and miniskirts.
  - 3. Scrubs, sports jerseys, sweatpants, shorts, “Yoga” style tight fitting stretch pants, “leggings” worn without a mid-thigh length top, jacket, etc.; exercise outfits and beach wear.
  - 4. Slippers, “flip-flops”, “slides” and similar style footwear.
  - 5. Unacceptable body piercings and tattoos are the same as in the “Business Dress/Appearance” section above.

### **9.4.3 Remote Working at Home**

During regular business hours or while on IRC business, and while working remotely at home, if an employee will not be attending (1) in-person or video (Teams, Zoom, etc.) meetings with consumers, families, vendors, schools, their manager or other IRC staff or (2) other in-person or video meetings on behalf of IRC, then this policy shall not apply.

### **9.4.4 In-person or Video meetings on Casual Day**

Employees who are aware on the preceding business day, or earlier, that they will be attending (1) in-person or video (Teams, Zoom, etc.) meetings with consumers, families, vendors, schools, their manager or other IRC staff or (2) other in-person or video meetings on behalf of IRC on a Casual Day must wear appropriate Business Dress and not Casual Dress.

### **9.4.5 Protected Dress/Appearance**

These dress/appearance standards shall not (1) be based on hair texture or other traits historically associated with race, nor prevent employees from wearing braids, locks, twists, or other protective hairstyles, or (2) prevent employees from dressing consistent with their gender identity.

### **9.4.6 Exceptions/Accommodations**

Employees in designated departments may be allowed and/or required to modify how they dress on either Business Days or Casual Days, or both, due to the requirements of the job or to ensure the safety of the employees or others in the sole discretion of IRC. In addition, IRC reserves the right, in its sole discretion, to allow and/or require employees in particular departments to wear uniforms or other standardized clothing at all times while working.

Employees seeking an exception and/or an accommodation from any provision of this policy on cultural, religious, medical or other grounds under the law should contact the Human Resources Department. Appropriate exceptions and/or accommodations may be made in the sole discretion of IRC, pursuant to all applicable federal, state and local laws and regulations.

### **9.4.7 Compliance**

If an employee reports for work improperly dressed or groomed, the employee's manager may instruct the employee to leave in order to change clothes or take other appropriate corrective action. The employee may be required to use available leave time (excluding sick leave), in the discretion of IRC. Repeated violations of this policy may be cause for disciplinary action up to and including termination of employment.

## **9.5 Gifts to Employees**

In order to avoid an actual or apparent conflict of interest, employees are not allowed to accept gifts or gratuities valued at more than \$5 from any consumer or a consumer's family, vendors or any other person or entity that has a business relationship with IRC. Nor is an employee allowed to give any gift or gratuity valued at more than \$5 to a consumer or a consumer's family, vendors

or any other person or entity that has a business relationship with IRC. This prohibition on gift giving by employees does not apply to charitable gift giving through Another Way.

Any gift or gratuity that is received that is valued at more than \$5 shall be forwarded to the Human Resources Department who will determine whether it should be returned or some other disposition.

## **9.6 Identification Badge/Building Access Card**

All employees are issued an Identification Badge/Building Access Card. Employees can use the badge/access card at all entrances/exits in all three buildings at the San Bernardino Headquarters and at the Riverside office. Employees are required to immediately report a lost or stolen badge/access card to the Human Resources Department. A fee may be charged for replacing a lost, damaged or missing badge/access card.

Employees must display their Identification Badge while working at IRC's premises or while working in the field.

## **9.7 IRC Technology, Communications Systems and Devices**

### **9.7.1 IT Resources Defined**

IRC's IT Resources consist of all electronic media and storage devices, software, and means of electronic communication including, but not limited to, all of the following: desktop computers and workstations; laptops; tablets; servers; computer hardware such as disk drives, tape drives, external hard drives and flash/thumb drives; peripheral equipment such as printers, modems, fax machines, and copiers; computer software applications and associated files and data, including software that grants access to external services, such as the Internet or cloud storage accounts; electronic mail (e-mail); facsimiles; video conferencing; telephones; mobile phones and other handheld devices; voicemail systems; and instant messaging systems.

### **9.7.2 Use of IT Resources**

Access and authorization to use IRC's IT Resources is within the sole discretion of IRC. Generally, employees are provided with IT Resources only to the extent needed for them to perform their job duties and are considered to be working condition fringe benefits. Each employee has a responsibility to use the IT Resources in a manner that supports IRC's Core Beliefs and Mission Statement and is respectful of other employees. Failure to follow IRC's policies regarding the use of IT Resources may lead to disciplinary measures, up to and including termination of employment.

### **9.7.3 Incidental Personal Use**

IRC's IT Resources are to be used by employees during working time only for the purpose of conducting IRC business. Employees may, however, use IT Resources for the following incidental personal uses during non-working time as long as such use does not interfere with the employee's duties, is not done for pecuniary gain, and does not violate any IRC policy:



- a. To make or receive brief and necessary calls;
- b. To send and receive necessary and occasional communications;
- c. To prepare and store incidental data (such as personal calendars, personal address lists, and similar incidental data) in a reasonable manner; and
- d. To access the Internet and personal social media sites for brief personal searches and inquiries during rest breaks, meal periods or other non-working time, provided that employees adhere to all other usage policies.

The incidental personal use of IRC's IT Resources is considered to be a de minimus fringe benefit.

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

#### **9.7.4 Improper Use**

- a. Prohibition Against Harassing, Discriminatory and Defamatory Use  
Under no circumstances shall employees use IRC's IT Resources to transmit, receive, or store any information or data that is discriminatory, harassing, defamatory, obscene, indecent, sexually suggestive or offensive, threatening, or that otherwise would be in violation of IRC's "Equal Employment Opportunity and Non-Harassment" policy (Section 3.0 above) with respect to any individual, group, or entity.
- b. Prohibition Against Violating Copyright Laws  
Employees shall not use IRC's IT Resources in a manner that violates the trademark, copyright, or license rights of any other person, entity, or organization.
- c. Other Prohibited Uses  
Employees shall not use IRC's IT Resources for any of the following:
  1. Any illegal use or purpose;
  2. Violation of any IRC policy;
  3. Personal pecuniary gain;
  4. Commercial use that is unrelated to IRC's business operations;
  5. Any purpose that creates an actual, potential, or apparent conflict of interest with IRC's business operations;
  6. Excessive personal use; and
  7. Solicitation of others for commercial, religious or political purposes or other matters unrelated to IRC's business operations.
- d. Nothing in this policy is intended to prevent employees from engaging in concerted activity under Section 7 of the National Labor Relations Act.

### 9.7.5 Data on IT Resources

a. Access to Data

All messages sent and received, including personal messages, and all data and information stored on IRC's IT Resources (including on its electronic mail system, voicemail system, or computer systems) are the property of IRC regardless of the content. As such, IRC reserves the right to access all of the IT Resources including its computers, voicemail, and electronic mail systems, at any time, in its sole discretion. No employee has authority to waive, vary or amend IRC's right to access its IT Resources.

b. No Reasonable Expectation of Privacy

On occasion, IRC may need to access its IT Resources including, but not limited to, computer files, electronic mail messages, and voicemail messages. Employees should understand, therefore, that they have **no** right of privacy with respect to any messages or information created, collected, or maintained on IRC's IT Resources, including personal information or messages. IRC may, in its discretion, access and inspect all files or messages on its IT Resources at any time for any reason.

c. Passwords

Certain of IRC's IT Resources can be accessed only by entering a password or using login credentials. Passwords and login credentials are intended to prevent unauthorized access to information. Passwords and login credentials do not confer any right of privacy upon any employee of IRC. Thus, even though employees may maintain passwords or be provided with login credentials for accessing IT Resources, employees must **not** expect that any information maintained on IT Resources or that moves through IT Resources, including electronic mail and voicemail messages, are private. Employees are expected to maintain their passwords and login credentials as confidential. Employees must not share passwords, or forward login credentials unless authorized by the Director of IT and must not access coworkers' systems without express authorization. Employees must share all passwords and login credentials with IRC upon request.

d. Deleted Information

Because IRC periodically backs up all files and messages, and because of the way in which computers reuse file storage space, files and messages may exist that are thought to have been deleted or erased. Therefore, employees who delete or erase information or messages should not assume that such information or messages are confidential or ever were confidential. If a legal dispute arises, or may arise in the future, it may be

unlawful to attempt to delete or erase certain information. Employees shall fully comply with IRC's policy regarding retention or destruction of information.

### **9.7.6 The Internet and On-Line Services**

IRC provides authorized employees access to online services such as the Internet. IRC expects that employees will use these services in a responsible way and for business-related purposes only. Under no circumstances are employees permitted to use IRC's IT Resources to access, download, or contribute to Internet sites that contain inappropriate content such as that which is discriminatory, harassing, defamatory, obscene, indecent, threatening, or that otherwise would be in violation of IRC's "Equal Employment Opportunity and Non-Harassment" policy (Section 3.0 above) with respect to any individual, group, or entity.

Additionally, employees may not use IRC's IT Resources to post, comment, send, or otherwise upload any information to any Web sites or other online groups, including Web blogs, social networking Web sites, newsgroups, discussion groups, or non-IRC email groups, except in accordance with IRC's Social Media policy in Section 9.19. Employees who wish to access the Internet for non-work-related activities should do so using their own personal Internet access accounts.

IRC reserves the right to limit such access by any means available to it, including revoking access altogether. IRC, through technological tools, may also prohibit or limit access to certain Web sites considered inappropriate by IRC or its technology provider.

### **9.7.7 Confidential Information**

IRC is very sensitive to the issue of protection of trade secrets and other confidential and proprietary information of IRC as well as that of its business partners, vendors, and consumers ("Confidential Information"). Therefore, employees are expected to use good judgment and to adhere to the highest ethical standards when using or transmitting Confidential Information on IRC's IT Resources.

Confidential Information should not be accessed through IRC's IT Resources in the presence of unauthorized individuals. Similarly, Confidential Information should not be left visible or unattended.

### **9.7.8 Software Use**

All software in use on IRC's IT Resources is officially licensed software. No software is to be installed or used that has not been duly paid for and licensed appropriately for the use to which it is being put. No employee may load any software on IRC's computers, by any means of transmission, unless authorized by the IT Department and being scanned for viruses or other malware prior to installation.

### **9.7.9 Security**

IRC has installed a variety of programs and devices to ensure the safety and security of IRC's IT Resources. Any employee found tampering with or disabling any of IRC's security devices will be subject to discipline up to and including termination of employment.

To maintain the effectiveness of IRC's security measures, employees should use only secure networks established by IRC to access or use Confidential Information. Such information may not be downloaded, stored, or copied onto any non-IRC equipment or media.

Any loss or suspected loss of Confidential Information, or any suspicious activity such as external hacking attempts or unusual internal activity, should be reported immediately to IRC management.

### **9.7.10 Remote Access to IT Resources**

IRC may, in its sole discretion, provide certain employees with remote access systems such as a laptop, smartphone, tablet, etc. to allow such employees to handle the tasks associated with their jobs while working away from the office. Employees must take care to ensure the security of all IRC provided equipment. Employees must not share passwords or login information with anyone. As soon as an employee believes IRC provided equipment is lost or that the security and confidentiality of the data on that equipment has been compromised, they must notify their manager and the IT Department.

IRC does not expect or require employees to work during rest breaks, meal periods or before or after their scheduled working times. Any and all use of remote access systems shall be made in compliance with IRC's "Wage and Hour Policies" (Section 6.0 above).

### **9.7.11 Audits**

IRC may perform auditing activity or monitoring to determine compliance with these policies. Audits of software and data stored on IRC's IT Resources may be conducted without warning at any time.

### **9.7.12 Violations**

Any employee who violates this policy will be subject to disciplinary action, up to and including termination of employment.

## **9.8 Mail**

Incoming and outgoing mail is picked up and distributed to employees' mail slots Monday through Friday.

The IRC mail service is to be used for business purposes only. You may not use your IRC address to receive personal mail. Report any suspicious packages or envelopes to Facilities/Office Services immediately.

## **9.9 Parking Lots**

IRC provides and maintains parking facilities for the employees' use. Except for those parking spaces that are reserved for managers, Directors and Board members; designated as "Handicapped" spaces or for use by employees who carpool or for visitors; employees may select their own parking spaces on a first-come, first-served basis. Employees should not park in reserved/designated spaces unless authorized to do so.

IRC is not responsible for any damage to or theft of employees' vehicles or their contents and is not responsible for the use of employees' vehicles while on IRC's premises.

Employees are to use caution while driving on IRC's premises, observe a safe speed limit and watch out for employees or others who may be walking in the parking lots.

## **9.10 Payroll Records**

IRC maintains payroll records for each employee regarding their wages, hours worked, and other compensation and deductions as required under the law. Payroll records are the property of IRC and may not be removed from IRC's premises. The information in an employee's payroll records is permanent and confidential.

Every current and former employee has the right to inspect and/or receive a copy of the payroll records maintained by IRC relating to their employment by making a written or oral request to IRC. Payroll records will be made available for inspection and/or to receive a copy within 21 calendar days of receipt of the verbal or written request. IRC has the right to take reasonable steps to verify the identity of the current or former employee.

The payroll records will be made available for inspection at IRC's San Bernardino headquarters. All inspections must be done in the presence of a Payroll Department representative. For any records produced, IRC may impose a charge not to exceed the actual cost of reproduction.

Employees are not permitted to remove, alter, add to or destroy any portion of their payroll records. In all cases, current and former employees will be given a copy of their payroll records to the extent required by applicable law. Employees will not be given access to, or provided copies of, documents that may be excluded under the law. IRC reserves the right to make redactions to the payroll records as allowed under the law.

All requests to inspect and/or receive a copy of payroll records shall be made to the Payroll Department.

## **9.11 Personal Cell Phones, Mobile Devices and Internet Service**

### **9.11.1 Personal Use**

While IRC permits employees to bring personal cell phones and other mobile devices (smart phones, tablets, laptops, USB drives, etc.) into the workplace or out into the community during working hours, you must not allow the use of such devices to interfere with your job duties or impact the safety and health of yourself, coworkers or others.

Use of personal cell phones and mobile devices while working can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use personal devices during non-working time, such as before and after your scheduled work hours or during rest breaks and meal periods. During this time, use your personal devices in a manner that is courteous to those around you. Outside of nonworking time, use of personal devices should be minimal and limited to emergency use or incidental business use pursuant to Section 9.11.2. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions while on IRC's property unless authorized in advance by management or when used in a manner consistent with your right to engage in concerted activity under Section 7 of the National Labor Relations Act.

You are expected to comply with IRC's policies regarding the protection of confidential and proprietary information when using personal devices. You should not store confidential consumer information or any work related information on any personal devices.

Employees may not use their personal devices to conduct non-IRC business for others or themselves during IRC's regular business hours or any other time when the employee is performing IRC related work. This prohibition shall not apply to the use of the employee's personal devices during the employee's rest break, meal period or other non-working time.

If you drive a motor vehicle in the course and scope of your employment with IRC, you may not use any cell phone or mobile device while driving unless the device is equipped or configured with a "hands-free" listening/speaking option and you actually use the hands-free option. This applies to both personal and IRC provided cell phones or mobile devices.

If you use an IRC provided cell phone or mobile device for personal reasons and the activity results in additional cost to IRC, you are responsible for the additional cost and must reimburse IRC.

Violation of this policy may result in discipline up to and including termination of employment.

### **9.11.2 Incidental Business Use**

All actively working employees shall be allowed to use their personal cell phone and/or home internet service for incidental business purposes on behalf of IRC and shall be paid a stipend of \$7.00/pay period for doing so, which shall be considered a working condition fringe benefit. Employees on a leave of absence, whether paid or unpaid, are not eligible for the stipend.

The use of the employee's personal cell phone and/or home internet service is necessary for a

variety of non-compensatory business reasons including, but not limited to, the following: (1) to allow IRC to contact employees in case of a work related emergency, (2) to allow employees to comply with IT security protocols, such as multi-factor authentication, (3) to allow employees to utilize the payroll processing software to clock in and clock out on their time card, submit edits to their time card, request PTO and for managers to approve such items and (4) to allow employees to maintain the ability to conduct business and make calls when at home or elsewhere due to poor connectivity through their IRC provided device or other technical issues and (5) to allow employees to call 911 in an emergency and to otherwise comply with IRC's Injury and Illness Prevention Plan and Workplace Violence Prevention Plan.

This incidental business use stipend is not a substitute for a portion of the employee's wages and shall not exceed the actual expense the employee incurs in maintaining their personal cell phone and/or home internet service. By accepting the payment of the stipend, the employee verifies that the stipend will be applied to the cost of maintaining their personal cell phone and/or home internet service and agree to return any unused part of the stipend.

## **9.12 Personal Information Changes**

It is your obligation to provide IRC with your current contact information, including current mailing address and telephone number. You should also inform IRC of any changes to your tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, you may do so electronically in IRC's Payroll/HR system. You can contact the Human Resources or Payroll Departments if you need help in making any changes.

## **9.13 Personal Vehicles - Business Use**

### **9.13.1 Driver's License**

Whether driving their own personal vehicle or someone else's vehicle in the course and scope of their employment with IRC, employees must have a valid California driver's license that is not expired, revoked, suspended or restricted.

### **9.13.2 Driving Record**

Employees using their personal vehicle in the course and scope of their employment with IRC must maintain an acceptable driving record. IRC will periodically have you provide a DMV report to verify your driving record. You must provide your driver's license number to the Human Resources Department. Any changes in your driving record including, but not limited to, driving infractions, restrictions and accidents, must be reported to the Human Resources Department as soon as possible.

Any employee who has a driver's license that is no longer valid e.g., expired, revoked or suspended, or is restricted e.g. the employee is only allowed to drive to and from work in the office, is not allowed to drive a motor vehicle while on IRC business and must report this information to the Human Resources Department within 24-hours of invalidation or restriction.

If the employee's driver's license becomes invalid or restricted while the employee is away from work, they must make such notification on the first day of their return to work.

### **9.13.3 Insurance**

Employees using their personal vehicle in the course and scope of their employment with IRC shall have in force at all times at least the minimum amount of automobile insurance required by law and shall provide evidence of such insurance coverage to the Human Resources Department each year. An employee who does not have a valid automobile insurance policy will not be allowed to drive a motor vehicle while on IRC business.

Any employee who does not have a valid automobile insurance policy or whose policy is canceled or non-renewed must report this information to the Human Resources Department within 24-hours. If the employee's insurance becomes invalid while the employee is on a leave of absence, on vacation, on sick time or away from work for any other reason, they must make such notification on the first day of their return to work.

### **9.13.4 Restrictions on Use**

If you use your personal vehicle in the course and scope of your employment with IRC, you may not operate the vehicle while:

- a. Under the influence of drugs, alcohol, or any other substance that might impair your judgment or ability to drive; or
- b. Texting, emailing, or otherwise using a cell phone or other handheld device unless the device is equipped or configured with a "hands-free" listening/speaking option and you in fact utilize the hands-free option.

## **9.14 Personnel Records**

All requests to inspect and/or receive a copy of an employee's personnel file shall be made to the Human Resources Department.

### **9.14.1 Confidentiality**

Personnel files are the property of IRC and may not be removed from IRC's premises. The information in an employee's personnel file is permanent and confidential and must be kept up to date. Employees should inform the Human Resources Department immediately whenever there are changes in personal data such as address, telephone number, marital status, dependents, and emergency contacts.

### **9.14.2 Right to Inspect**

Every current and former employee, or their authorized representative, has the right to inspect and receive a copy of the personnel records that IRC maintains relating to the employee's performance or to any grievance concerning the employee. A current or former employee may designate in writing a representative who may inspect and receive a copy of the personnel file.



IRC has the right to take reasonable steps to verify the identity of the current or former employee or the authorized representative.

### **9.14.3 Making Records Available**

IRC will make such records available for inspection and/or to receive a copy no later than 30 calendar days after IRC's receipt of a written request. IRC and the current or former employee or their authorized representative may agree in writing to extend the date of production to no later than 35 calendar days after IRC's receipt of the written request. The personnel file will be made available for inspection at IRC's San Bernardino headquarters, or another location mutually agreed to between IRC and the current or former employee or their authorized representative. All inspections must be done in the presence of a Human Resources representative. If a former employee was terminated for a violation of law or an employment related policy that involved harassment or workplace violence, then in lieu of allowing an in-person inspection of the personnel file, IRC will provide a copy of the personnel file by US Mail. For any records produced, IRC may impose a charge not to exceed the actual cost of reproduction.

### **9.14.4 Limitations**

Employees are not permitted to remove, alter, add to or destroy any portion of their personnel file. Employees do not have access to references and investigations. In all cases, current and former employees, or their authorized representative, will be given a copy of their personnel file to the extent required by applicable law. Employees will not be given access to, or provided copies of, documents that may be excluded under the law. IRC reserves the right to make redactions to documents in the personnel file as allowed under the law.

## **9.15 Remote Working**

Remote working is defined as regularly working a full or partial workday from home or some other alternate work site approved by IRC.

IRC may make remote working available to employees when it is in the best interest of IRC to do so. This option may not be available for some job positions due to business necessity. IRC reserves the right, in its sole discretion, to decide which job positions are suitable for remote working and how often the employee will work remotely as opposed to working in their designated office location. No employee has the right to work remotely. IRC will provide employees with the necessary equipment to allow them to work remotely, including an evaluation of the remote working space to ensure that appropriate ergonomic standards are met.

Employees who are allowed to work remotely will be subject to the same performance standards as they would be working in the office. If an employee's performance declines, the employee could be subject to discipline and/or the permission to work remotely may be modified or withdrawn entirely.

## **9.16 Security**

All employees are responsible for helping to make IRC a secure work environment. Upon leaving work, clear all desks and close doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, badges, or similar items to your Manager immediately. Refrain from discussing specifics regarding IRC's security systems, alarms, passwords, etc. with people outside of IRC.

Immediately advise your manager of any known or potential security risks and/or suspicious conduct of employees, consumers, families, or guests of IRC. Safety and security are the responsibility of all employees and we rely on you to help us keep our premises secure.

## **9.17 Smoking**

In keeping with IRC's obligation to provide a safe and healthful work environment, smoking, vaping and the use of e-cigarettes is prohibited in all of IRC's buildings and premises, except in designated outside, open air areas. This policy applies to all employees and visitors.

## **9.18 Social Events**

IRC holds periodic social events for employees. Your attendance at these events is voluntary and does not constitute part of your work-related duties. Non-exempt staff should still take their rest breaks and meal periods.

## **9.19 Social Media**

At IRC, we recognize that the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to IRC, all employees are expected to follow these guidelines for appropriate use of social media.

### **9.19.1 Guidelines**

For purposes of this policy, "social media" includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with IRC, as well as any other form of electronic communication.

IRC's principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are responsible for what you communicate in social media. You may be personally responsible if you make statements that are discriminatory, defamatory, harassing, or that include threats of violence or other unlawful conduct.

### **9.19.2 Be Respectful**

IRC cannot force or mandate respectful and courteous activity by employees on social media during nonworking time. If you post complaints or criticism, avoid using statements,

photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or policy of IRC. Your personal posts and social media activity should not state or imply that what is stated is the position of IRC or that you are acting on behalf of IRC in making the statement.

### **9.19.3 Maintain Accuracy and Confidentiality**

When posting information:

- a. Maintain the confidentiality of trade secrets, intellectual property, and confidential commercially sensitive information (i.e., financial records and reports, business strategies and plans, product development, patents, trademarks, copyrights, etc.) related to IRC.
- b. Do not create a link from your personal blog, website, or other social networking site to the IRC website that identifies you as speaking on behalf of IRC.
- c. Never represent yourself as a spokesperson for IRC. If IRC is a subject of the content you are creating, do not represent yourself as speaking on behalf of IRC. Make it clear in your social media activity that you are speaking on your own behalf.
- d. Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

### **9.19.4 Using Social Media at Work**

Do not use social media while on your work time, unless it is work related as authorized by your manager or consistent with policies that cover equipment owned by IRC.

### **9.19.5 Media Contacts**

If you are not authorized to speak on behalf of IRC, do not speak to the media on behalf of IRC. Direct all media inquiries for official IRC responses to the Executive Director.

### **9.19.6 Know and Follow the Rules**

Ensure your postings are consistent with these guidelines. Postings that are in violation of this policy will not be tolerated and may subject you to disciplinary action, up to and including, termination of employment.

Nothing in this policy is intended to prevent employees from engaging in concerted activity under Section 7 of the National Labor Relations Act.

## **9.20 Solicitation and/or Distribution**

To avoid disruption of business operations or disturbance of employees, visitors and others, IRC has implemented a No Solicitation/No Distribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and

soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the No Solicitation/ No Distribution Policy.

You are prohibited from soliciting other employees during your assigned working time. For this purpose, working time means time during which either you or the employees who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your rest breaks and meal periods, or other authorized nonworking time, so long as you do so when the other employees are also on nonworking time.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Working areas do not include break/rest areas, lunchrooms, or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates IRC's Equal Employment Opportunity and Non-Harassment policy (Section 3.0 above), or that includes threats of violence, or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials at any time in any area of any IRC premises.

IRC reserves the right to promote on behalf of, or to permit activities for, charitable, philanthropic, or community organizations or purposes associated with the work of IRC.

Employees shall not solicit clients and/or their families or vendors, or their employees for membership, subscriptions, payment of money, or sale of any item on behalf of any company, club, sorority, religious organization, political party or similar organization, or for any other similar purpose at any time.

This policy is not intended to restrict the rights of employees, including the right to discuss terms and conditions of employment, or their right to engage in concerted activity under Section 7 of the National Labor Relations Act.

Violation of this policy may result in discipline up to and including termination of employment.

You should report any violations to your manager or the Human Resources Department.

### **9.21 Telephone Use**

IRC provided phones and devices are principally for work-related communications. Unless there is an emergency, limit calls to business purposes only. Limit personal use of IRC provided phones and devices to brief communications. Use personal phones and devices during rest breaks and meal periods where possible. Casual conversation with non-employee friends and relatives during working hours is strongly discouraged. The use of IRC provided phones and devices is subject to the section on "IRC Technology and Communications Systems and Devices" (Section 9.7 above).

### **9.22 Third Party Disclosures**

From time to time, IRC may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law

enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of IRC and should refer any call requesting the position of IRC to the Executive Director and/or the General Counsel. If you are not certain what to do when such a contact is made, contact the General Counsel or the Human Resources Department.

## **9.23 Video and Text Messaging**

### **9.23.1 Camera/Video Phones**

Employees are prohibited from using cell phones with camera/video functionality to take pictures/footage of private or confidential information, including, but not limited to, a consumer's health, personal, or financial information. In addition, pictures/footage may not be taken in non-public areas of IRC or in private areas such as restrooms. Pictures/footage of employees or visitors shall not be taken without their express permission and shall not be taken from inappropriate angles or with emphasis on certain anatomy.

### **9.23.2 Instant Messaging/Text Messaging**

Similar to other forms of communications, employees are restricted from using instant or text messaging on company time for any purpose not associated with a business need. IRC recognizes that employees will receive these communications, but engaging in messaging communications should be restricted to rest breaks and meal periods wherever reasonably possible.

While operating a vehicle on work time, IRC requires that the driver's personal cell phone/mobile device be turned off. If you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that complies with applicable state laws.

### **9.23.3 Violations**

Repeated violations of this policy may be cause for disciplinary action, up to and including, termination of employment.

Nothing in this policy is intended to prevent employees from engaging in concerted activity under Section 7 of the National Labor Relations Act.

## **9.24 Reception and Visitors to IRC**

IRC is open to the public from 8:00 a.m. to 5:00 p.m. Monday through Friday.

Reception is open and will answer phones on Monday through Thursday from 8:00 a.m. to 5:00 p.m. and on Friday from 8:00 a.m. to 12:00 p.m. (Noon) and 1:00 p.m. to 5:00 p.m. (reception is closed from 12:00 p.m. (Noon) to 1:00 p.m. on Friday).

Visitors to IRC will not be allowed to enter the buildings unless they have been entered into the Envoy visitor system. Visitors include friends and relatives of employees, consumers and their family members, vendors, suppliers and guests. Visitors must check-in with the receptionist and be issued a visitor identification badge which must be worn while on IRC's premises. The visitor will then be escorted to their meeting location.

Each visitor must be escorted to reception to sign out and return the "visitor's badge" upon leaving the premises.

## **9.25 Whistleblower Complaints**

### **9.25.1 Policy Statement**

In accordance with IRC's Code of Ethics (Section 2.2 above), Board members, Committee members, Directors, Program Administrators, managers and employees must observe high standards of business and personal ethics in the conduct of their duties and responsibilities. This policy is established to ensure that IRC's Board members, Committee members, Directors, Program Administrators, managers, employees, and others can report good faith suspicions of improper regional center and/or vendor/contractor activity, as defined below, without fear of retaliation of any kind.

### **9.25.2 Standards**

a. Department of Developmental Services (DDS) Whistleblower Policy Definitions:

2. An "improper regional center activity" means an activity by a regional center, or an employee, officer, or board member of a regional center, in the conduct of regional center business, that is a violation of a state or federal law or regulation; violation of contract provisions; fraud or fiscal malfeasance; misuse of government property; or constitutes gross misconduct, incompetency, or inefficiency.
3. An "improper vendor/contractor activity" means an activity by a vendor/contractor, or an employee, officer, or board member of a vendor/contractor, in the provision of DDS funded services, that is a violation of a state or federal law or regulation; violation of contract provisions; fraud or fiscal malfeasance; misuse of government property; or constitutes gross misconduct, incompetency, or inefficiency.

b. Reporting Responsibility

It is the responsibility of all Board members, Committee members, Directors, Program Administrators, managers and employees to file a complaint regarding any suspected improper regional center and/or vendor/contractor activity in accordance with this policy.

c. Protection of Reporters

1. Any Board member, Committee member, Director, Program Administrator, manager or employee who, in good faith, files a complaint in accordance with this

policy shall not suffer or be subject to harassment, retaliation or any adverse employment action as a result of submitting such a report.

2. Any Board member, Committee member, Director, Program Administrator, manager or employee who retaliates against someone who has, in good faith, filed a complaint in accordance with this policy is subject to discipline, up to and including, termination of employment or removal from the Board or Committee.

### 9.25.3 Reporting Procedures

- a. Any person may contact the Board of Trustees, the Executive Director, the General Counsel, any Director or DDS regarding their good faith suspicions of improper regional center and/or vendor/contractor activity so that their concerns can be properly addressed.
- b. To the extent possible, the complaint should contain a clear and concise statement of the facts supporting the allegation of an improper activity, the name of the person who is alleged to have acted improperly and the name of their employer, what documents support the allegation and the names of any witnesses in support of the allegation. If insufficient information is provided, and the complaint was submitted anonymously or the complainant did not provide any contact information, then we may not be able to fully investigate the complaint and reach a conclusion.

c. **Complaints may be submitted anonymously or with the complainant's contact information as follows:**

1. To the Executive Director or General Counsel:

Executive Director  
Inland Regional Center  
Re: Whistleblower Complaint  
Physical address:  
1365 S. Waterman Avenue  
San Bernardino, CA 92408  
Mailing address:  
P. O. Box 19037  
San Bernardino, CA 92423-9037  
Phone: (909) 890-3400  
Fax: (909) 890-3495  
IRC Website link:  
<https://inlandrc.seamlessdocs.com/f/IRCWhistleExec>

General Counsel  
Inland Regional Center  
Re: Whistleblower Complaint  
Physical address:  
1365 S. Waterman Avenue  
San Bernardino, CA 92408  
Mailing address:  
P. O. Box 19037

San Bernardino, CA 92423-9037  
Phone: (909) 890-3405  
Fax: (909) 379-7600  
IRC Website link:  
<https://inlandrc.seamlessdocs.com/f/IRCWhistleExec>

2. To the Human Resources Department:

HR Manager  
Inland Regional Center  
Re: Whistleblower Complaint  
Physical address:  
1365 S. Waterman Avenue  
San Bernardino, CA 92408  
Mailing address:  
P. O. Box 19037  
San Bernardino, CA 92423-9037  
Phone: (909) 890-3450  
Fax: (909) 890-3001  
IRC Website link:  
<https://inlandrc.seamlessdocs.com/f/IRCWhistleHRMgr>

3. To the IRC Board of Trustees Chair:

Board of Trustees Chair  
Inland Regional Center  
Re: Whistleblower Complaint  
Physical address:  
1365 S. Waterman Avenue  
San Bernardino, CA 92408  
Mailing address:  
P. O. Box 19037  
San Bernardino, CA 92423-9037  
IRC Website link:  
<https://inlandrc.seamlessdocs.com/f/IRCWhistleBoard>

4. To the IRC Managers:

IRC Managers  
Inland Regional Center  
Re: Whistleblower Complaint  
Physical address:  
1365 S. Waterman Avenue  
San Bernardino, CA 92408  
Mailing address:  
P. O. Box 19037  
San Bernardino, CA 92423-9037



IRC Website link:

<https://inlandrc.seamlessdocs.com/f/IRCWhistleMgr>

5. To the Department of Developmental Services:

Department of Developmental Services  
Office of Community Appeals and Resolutions  
Re: Whistleblower Complaint  
1215 O Street, MS 8-20  
Sacramento, CA 95814  
Office: (833) 538-3723  
Fax: (916) 654-3641

<https://www.dds.ca.gov/general/appeals-complaints-comments/regional-center-or-vendor-contractor-whistleblower-complaints/>

#### **9.25.4 Process of Investigation**

- a. All Whistleblower complaints will be promptly investigated, and corrective action taken, if warranted.
- b. If the complaint is submitted anonymously, it will still be investigated in the same manner as any other complaint.
- c. Investigations will be conducted impartially, with an open mind and without any preconceived notions as to the facts or the conclusion. The goal of any investigation is to uncover the truth, if possible.
- d. At the conclusion of an investigation, the complainant, if known, will be notified of the results and any action taken, if appropriate. Confidential personnel actions will not be disclosed.

#### **9.25.5 Confidentiality**

- a. Complaints may be submitted confidentially by the complainant.
- b. IRC will do everything possible to maintain the confidentiality of the complainant, if requested.
- c. In the rare circumstances when IRC is unable to maintain confidentiality due to its statutory responsibilities (including ensuring the health and safety of consumers and regional center contract compliance), IRC will attempt to inform the complainant of its need to disclose certain information prior to releasing identifying information.
- d. The identity of the complainant may be revealed to appropriate law enforcement agencies conducting a criminal investigation.
- e. All mandatory abuse reporting requirements will remain in effect as an exception to a request for confidentiality.

#### **9.26 Workplace Privacy and Right to Inspect**

IRC property including, but not limited to, phones, computers, tablets, desks, workplace areas on IRC premises, bookcases, file cabinets and related property remains under the control of IRC and is subject to inspection at any time, without notice to any employees, and without their presence or consent.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your personal property maintained on IRC premises including that kept in desks.

Every employee is responsible for protecting IRC property entrusted to him or her and IRC's assets in general. Staff attention to security procedures and alertness to situations that could lead to the loss, misuse or theft of IRC property is critical. Staff should report any such situation to their manager and/or the Facilities Department as soon as possible.

It is the policy of IRC to make reasonable efforts to provide security for its property, its employees, and authorized visitors to its premises. Security is the responsibility of all IRC employees.

Employees may enter or remain on IRC premises outside their normal working hours only when they have been authorized to do so by their manager for IRC related business.

Employees are expected to exercise reasonable care for their own protection and for that of their personal property while on IRC premises and while away from the premises on IRC business. IRC assumes no responsibility for employee losses resulting from robbery or theft while away from IRC premises or while on IRC business.

Instances where building access cards, office keys, or other IRC property has been lost, stolen or damaged, must be reported to their manager and/or the Facilities Department as soon as possible.

## **10.0 BENEFITS**

### **10.1 Open Enrollment/Annual Benefits Guide**

IRC provides all employees with an annual Employee Benefits Guide, which provides information on the benefits offered by IRC and eligibility criteria. It can also be accessed on the IRC intranet site. The Human Resources Department provides an Open Enrollment period each year for employees to make benefit elections or changes to be effective on October 1<sup>st</sup>. Contact the Human Resources Department if you have any questions.

### **10.2 California State Disability Insurance**

If you are unable to work for at least eight (8) days due to a non-work-related illness or injury, or a pregnancy-related disability, you may be eligible for disability insurance benefits. Disability insurance is a component of California's State Disability Insurance (SDI) program, which is administered by the California Employment Development Department (EDD) and is funded by workers through SDI payroll deductions. Disability insurance provides eligible employees with up to 52 weeks of partial wage replacement benefits. Benefit amounts are based on a percentage of your wages paid during a specific 12-month base period, determined by the date your claim begins.

To apply for this benefit, you must provide written notice of the disability, including a doctor's certificate stating the nature of the disability and your expected date of return to work.

The SDI program does not create a right to a leave of absence, job protection, or job reinstatement.

You are responsible for filing your claim and other forms promptly and accurately with the EDD. To learn more about the SDI program, including eligibility requirements and benefits, or to make a claim for DI benefits, contact the EDD.

IRC will be notified that you have submitted a disability insurance claim but IRC does not determine eligibility or the benefit amount.

### **10.3 COBRA**

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible IRC employees and their beneficiaries to continue health insurance coverage when a “qualifying event” could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Contact the Human Resources Department to learn more about your COBRA rights.

### **10.4 Employee Recognition for Years of Service**

IRC recognizes employees’ years of service as follows:

- 1 Year: IRC Logo Pin
- 5 Years: IRC Logo Pin plus \$ 50 Gift Check
- 10 Years: IRC Logo Pin plus \$100 Gift Check
- 15 Years: IRC Logo Pin plus \$150 Gift Check
- 20 Years: IRC Logo Pin plus \$200 Gift Check
- 25 Years: IRC Logo Pin plus \$250 Gift Check
- 30 Years: IRC Logo Pin plus \$300 Gift Check
  
- 35 Years: IRC Logo Pin plus \$350 Gift Check
- 40 Years: IRC Logo Pin plus \$400 Gift Check

The service award is presented to employees annually in December.

### **10.5 Holidays**

#### **10.5.1 Eligibility**

A full-time employee, regularly scheduled to work 40 hours per week, is eligible for holiday pay. A part-time employee working at least 30 hours per week is eligible for holiday pay on a prorated basis for any holiday that occurs on a regularly scheduled workday for the part-time employee. Employees who work less than 30 hours per week are not eligible for holiday pay.

Holiday pay proration is dependent on the eligible part-time employee’s regular work schedule. Accordingly, an employee who is not scheduled to work on a paid holiday receives no compensation for their scheduled day off. Conversely, an eligible employee who is scheduled

to work a partial day on a paid holiday will be compensated for the number of hours they were scheduled to work that day.

### **10.5.2 Holidays**

IRC's 15 paid holidays are the following:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. President's Day
4. Cesar Chavez Day
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Indigenous Peoples' Day/Columbus Day
10. Veteran's Day
11. Thanksgiving Day
12. Day After Thanksgiving
13. Christmas Eve
14. Christmas Day
15. Personal Holiday – see Section 10.5.4 below for eligibility.

### **10.5.3 Rules of Usage**

- a. When an authorized holiday falls on a Saturday, the holiday will be observed on Friday. When the holiday falls on a Sunday, the holiday will be observed on the following Monday.
- b. Should the holiday fall on an employee's Friday off (Track I or II day off), the employee will be given the day preceding the holiday as their holiday off.
- c. No employee will receive holiday pay for a holiday that starts on or occurs during (1) an unpaid leave of absence or (2) any time that an employee, for any reason, has been placed in an "Inactive" status in the payroll system.
- d. If a holiday falls during an employee's scheduled vacation, the employee will receive holiday pay for that day rather than vacation pay.
- e. A paid holiday will not be counted as a regular workday when computing overtime.
- f. Employees may request time off to observe their religious holidays. Employees may use their available vacation time, Personal Holiday or request unpaid time off. Management will consider all reasonable accommodations for employee requests for time off for religious holiday(s).
- g. The Human Resources Department will publish the Holiday Schedule for each year. In the event of a dispute between this Handbook and the annual Holiday Schedule published by Human Resources, the annual Holiday Schedule will control. Changes to the list of authorized paid holidays may only be made by the IRC Board of Trustees.

#### **10.5.4 Personal Holiday**

Each calendar year, one paid workday may be designated as a Personal Holiday by an employee who has completed 6 months of service at IRC. The designated day shall be selected, and notice given to their manager, at least thirty (30) days in advance of the date selected, subject to the manager's approval and IRC's needs. The Personal Holiday may not be taken in an amount of less than one scheduled workday.

Eligible employees will be compensated for their Personal Holiday according to the employee's regularly scheduled hours of work for that day. A Personal Holiday that is not used during the calendar year does not roll over to the next year. Upon an employee's separation from employment, the unused Personal Holiday will be compensated at 8 hours of holiday pay.

#### **10.6 Medical, Dental and Vision Insurance**

IRC offers group health insurance benefits to all full-time employees who work on average at least 30 hours per week throughout the year. Employees working at least 20-29 hours per week are eligible for benefits at a prorated amount. Newly hired employee's benefits are effective on the 1st of the month following 60 days from their date of hire.

IRC currently makes available and pays a portion of the cost of a comprehensive medical, dental, and life insurance program for regular full-time employees and their dependents. For more details and official terms of these plans, refer to the booklets which you received at the New Hire Orientation or contact the Human Resources Department.

Benefits may be canceled or changed in the sole discretion of IRC, unless otherwise prohibited by law.

If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or your employment with us is terminated, you may have the right to continue your health benefits under federal or state law. In such event, IRC will provide you with information about your rights to continue your benefits coverage under COBRA. (See Section 10.3 above).

#### **10.7 Retiree Medical Reimbursement Plan**

The Retiree Medical Reimbursement Plan (Plan) was established by IRC to (1) make available certain health insurance coverage and (2) to provide partial reimbursement for certain medical care expenses to those IRC retirees, and their spouses and dependents, who meet the eligibility requirements, as defined in the Plan, and who have reached retirement age, as defined in the Plan. Employees wanting more information concerning the Plan and their eligibility may contact the Human Resources Department.

#### **10.8 Retirement Plan**

IRC participates in the CalPERS pension plan and related retirement programs. IRC does not participate in Social Security. Eligible employees over age 18 may participate in IRC's retirement plan.

Refer to the Summary Plan Description (SPD) provided by the benefits administrator for specifics or contact the Human Resources Department for more information.

## **10.9 Ride Sharing/Commute Reduction Plan (AQMD)**

In support of California’s efforts to clean the air and reduce traffic congestion, IRC has developed an incentive plan to encourage employees who commute to work to use an alternative method of transportation instead of a single occupant motorized vehicle. For purposes of this plan, motorcycles are treated the same as any other single occupant motorized vehicle. IRC’s Commute Reduction Plan is approved by the South Coast Air Quality Management District (AQMD) and is applicable to all employees.

### **10.9.1 Eligible Modes of Commuting**

- a. Carpooling: Employees must share a ride with at least one other person, i.e., a co-worker, an adult or a child who is over the age of 16 with a valid driver’s license and who is also commuting to work or school. Driving other children to daycare or school does not qualify as carpooling.
- b. Public transportation;
- c. Walking, jogging or running; or
- d. Bicycling.

### **10.9.2 Incentives**

- a. Employees are authorized to park in “Carpool Only” parking spaces on a first come – first served basis on the days that they carpool to work. The “Carpool Only” parking spaces can only be used by those employees who have actually carpooled on that day.
- b. Employees earn 15 minutes of AQMD time off for each day that they carpool, take public transportation, ride a bicycle or walk, jog or run to work.
- c. Employees must record the earned AQMD time off on their timecards each day that they qualify for the incentive.
- d. AQMD time off may be accrued and used in 15-minute increments. Use of the AQMD time off must be approved in advance by the employee’s manager.
- e. AQMD time may not be used in one day for more hours than what the employee is scheduled to work on that given workday.
- f. AQMD time off is earned on a use it or lose it basis. Upon separation/termination of employment, the employee **will not be paid** for any accrued but unused AQMD time off.

If you have any questions, contact the Human Resources Department.

## **10.10 Sick Leave**

### **10.10.1 Full-time, regular employees hired on or after July 1, 2023**

Full-time, regular employees, whose usual and customary schedule is to work 40 hours per week and were hired **on or after** July 1, 2023, will accrue sick leave as follows:

- a. For employees who have worked at IRC for less than 5 years, they can earn up to 80 hours (2 work weeks) of sick leave per year. Sick leave will accrue at the rate of 0.03846 hours of sick leave for every hour worked during a pay period, which equals 3.077 hours for an 80 hour pay period. Sick leave begins to accrue on the employee's first day of employment, but the employee is not eligible to use accrued sick leave until they have worked at IRC for at least 13 weeks.
- b. For employees who have worked at IRC for at least 5 years but less than 10 years, they can earn up to 120 hours (3 work weeks) of sick leave per year. Sick leave will accrue at the rate of 0.05769 hours of sick leave for every hour worked during a pay period, which equals 4.6154 hours per pay period if the employee has work 80 hours during the pay period.
- c. For employees who have worked at IRC for at least 10 years, they can earn up to 160 hours (4 work weeks) of sick leave per year. Sick leave will accrue at the rate of 0.07692 hours of sick leave for every hour worked during a pay period, which equals 6.1538 hours per pay period if the employee has work 80 hours during the pay period.
- d. The maximum amount of sick leave that can be accrued is 480 hours (12 work weeks).
- e. When an employee has accrued 480 hours, they cannot accrue more sick leave until their unused sick leave accrual is below 480 hours.
- f. Upon separation or termination of employment, the employee **will not be paid** for any accrued but unused sick leave.

#### **10.10.2 Part-time, regular employees hired on or after July 1, 2023**

Part-time, regular employees, whose usual and customary schedule is to work at least 30 hours per week and were hired **on or after** July 1, 2023, will accrue sick leave based on the actual number of hours worked. For example, for a usual and customary schedule of 30 hours per week:

- a. For employees who have worked at IRC for less than 5 years, they can earn up to 60 hours (2 work weeks) of sick leave per year. Sick leave will accrue at the rate of 0.03846 hours of sick leave for every hour worked during a pay period, which equals 2.3077 hours for a 60 hour pay period. Sick leave begins to accrue on the employee's first day of employment, but the employee is not eligible to use accrued sick leave until they have worked at IRC for at least 13 weeks.
- b. For employees who have worked at IRC for at least 5 years but less than 10 years, they can earn up to 90 hours (3 work weeks) of sick leave per year. Sick leave will accrue at the rate of 0.05769 hours of sick leave for every hour worked during a pay period, which equals 3.4615 hours for a 60 hour pay period.
- c. For employees who have worked at IRC for at least 10 years, they can earn up to 120 hours (4 work weeks) of sick leave per year. Sick leave will accrue at the rate of 0.07692 hours of sick leave for every hour worked during a pay period, which equals 4.6154 hours for a 60 hour pay period.
- d. The maximum amount of sick leave that can be accrued is 480 hours (12 work weeks).
- e. When an employee has accrued 480 hours, they cannot accrue more sick leave until their unused sick leave accrual is below 480 hours.
- f. Upon separation or termination of employment, the employee **will not be paid** for any accrued but unused sick leave.

### 10.10.3 Full-time, regular employees hired on or before June 30, 2023

Full-time, regular employees, whose usual and customary schedule is to work 40 hours per week and were hired on or before June 30, 2023, will accrue sick leave as follows:

- a. Regardless of how long they have worked for IRC, employees can earn up to 96 hours of sick leave per year. Sick leave will accrue at the rate of .04615 hours of sick leave for every hour worked during a pay period, which equals 3.6923 hours per pay period if the employee has worked 80 hours during the pay period. Sick leave begins to accrue on the employee's first day of employment, but the employee is not eligible to use accrued sick leave until they have worked at IRC for at least 13 weeks.
- b. There is no cap on the amount of sick leave that can be accrued.
- c. Upon separation or termination of employment, the employee is eligible to be paid for their accrued but unused sick leave as set forth in paragraph 9.10.6(o) below.

### 10.10.4 Part-time, regular employees hired on or before June 30, 2023

Part-time, regular employees, whose usual and customary schedule is to work at least 30 hours per week and were hired on or before June 30, 2023, will accrue sick leave based on the actual number of hours worked. For example, for a usual and customary schedule of 30 hours per week:

- a. Regardless of how long they have worked for IRC, employees can earn up to 72 hours of sick leave per year. Sick leave will accrue at the rate of .04615 hours of sick leave for every hour worked during a pay period, which equals 2.7692 hours per pay period if the employee has work 60 hours during the pay period. Sick leave begins to accrue on the employee's first day of employment, but the employee is not eligible to use accrued sick leave until they have worked at IRC for at least 13 weeks.
- b. There is no cap on the amount of sick leave that can be accrued.
- c. Upon separation or termination of employment, the employee is eligible to be paid for their accrued but unused sick leave as set forth in paragraph 9.10.6(o) below.

### 10.10.5 Part-time, regular employees working less than 30 hours/week

Part-time, regular employees whose usual and customary schedule is to work less than 30 hours per week will accrue sick leave as follows:

- a. Employees **do not accrue** sick leave under paragraphs 9.10.1 through 9.10.4 above.
- b. Employees will earn any applicable sick leave pursuant to the eligibility, accrual and use provisions of *Labor Code* § 246 and 246.5. Any amendment to *Labor Code* §§ 246 and 246.5 will be applied to any such employees as of the effective date of the amendment and any such amendment shall be deemed to be incorporated into this policy.
- c. Forty (40) hours of sick leave will be immediately accrued at the beginning of each year of employment. The maximum amount of sick leave that can be accrued is forty (40) hours. Sick leave that is accrued but not used during any year of employment **does not carry over** to the next year of employment.



- d. A new employee is not eligible to use accrued sick leave until the 90<sup>th</sup> day of their employment with IRC.
- e. Upon separation or termination of employment, the employee **will not be paid** for any accrued but unused sick leave.
- f. If a previously separated or terminated employee is rehired within one year from the date of separation or termination, any previously accrued but unused sick leave will be reinstated. The employee will be entitled to use the reinstated sick leave and to accrue additional sick leave upon being rehired, subject to the use and accrual limitations set forth above. The 90-day waiting period to use accrued sick leave does not apply to the rehired employee.
- g. IRC will not discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for filing a complaint with the Department of Labor, alleging a violation of *Labor Code § 245.5 et seq*, cooperating in an investigation or prosecution of an alleged violation of *Labor Code § 245.5 et seq*, or opposing any policy or practice or act that is prohibited by *Labor Code § 245.5 et seq*.

#### 10.10.6 Rules of Usage

- a. Sick leave may be used for any of the following purposes:
  - 1. The diagnosis, treatment, or care of an existing or suspected illness or injury or any medical, dental, psychiatric or health related conditions for the employee or any person that the employee may designate. The designated person does not have to be a member of the employee's family.
  - 2. Preventive care, physical exams, lab work, diagnostic tests and any other medical, dental, psychiatric or health related purpose for the employee or any person that the employee may designate. The designated person does not have to be a member of the employee's family.
  - 3. Up to 5 days of bereavement leave due to the death of any person that the employee may designate. (See Bereavement Leave in Section 11.1 below for additional rules applicable to bereavement leave.)
  - 4. For an employee who is a victim of domestic violence, sexual assault or stalking, any of the purposes described in *Labor Code §§ 230(c) and 230.1(a)*.
- b. Sick leave cannot be used before it is accrued.
- c. Sick leave cannot be used in amounts of less than 15 minutes. The employee's accrued sick leave will be charged according to the number of hours they were regularly scheduled to work that day, i.e. (9 hours on the 9-hour days and 8 hours on the 8-hour day).
- d. If an employee is using sick leave for his/herself and has been off work for 5 or more consecutive workdays, a physician's release, including any work limitations and a return to work date, is required before the employee may return to work.
- e. IRC reserves the right to require a physician's statement for any or all sick leave absences or a physician's release before an employee may return to work following a sick leave absence.
- f. All accrued and unused sick leave **must** be used concurrently with any FMLA and CFRA leave of absence.

- g. Sick leave **may** be used for Worker’s Compensation related medical or therapy appointments.
- h. Vacation leave **may** be used when sick leave has been exhausted.
- i. Sick leave **may not** be used solely for the reason that vacation leave has been exhausted. Any use of sick leave must meet the eligibility requirements under this section.
- j. An employee must be actively working or on a paid leave in order to accrue sick leave. Sick leave is not accrued during unpaid leaves of absence or other periods of inactive service, unless required by a federal, state or local law. Agency holidays and jury duty are considered to be active workdays in this situation.
- k. Employees who are separating or terminating their employment with IRC do not accrue additional sick leave after their last day of actively working unless required by a federal, state or local law. Agency holidays and jury duty are **not** considered to be active workdays in this situation.
- l. Employees wanting to use accrued sick time should submit their request to their manager for approval 30 days in advance of the date the sick leave is to start or, if a 30-day notice isn’t possible, then as soon as possible once the employee becomes aware of the need to use accrued sick leave or, if advance notice isn’t possible, as soon as possible on the first day of the sick leave.
- m. An employee who requests a sick leave absence, is currently on a sick leave absence, or upon their return from a sick leave absence, shall provide any documents or information required by the Human Resources or Payroll Departments.
- n. An employee who requests to use sick leave is not required to search for or find a replacement worker.
- o. IRC will not deny an employee the right to use accrued sick leave, or discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using or attempting to use accrued sick leave.
- p. Employees eligible to be paid for their accrued but unused sick leave upon their separation or termination of employment with IRC as follows:
  - 1. Employees will **not** be paid for their accrued but unused sick leave if:
    - i. Their employment with IRC ends before they have completed one year of employment with IRC; or
    - ii. They have been laid off, regardless of their length of employment with IRC.
  - 2. Employees hired **on or between** February 1, 2009 and June 30, 2023, who have worked at IRC for at least one year, will be paid for one-half of their accrued but unused sick leave up to a maximum accrual of 288 hours. Example 1: A balance of 288 hours of unused sick leave accrual = 144 hours that can be paid to the employee; Example 2: A balance of 350 hours of unused sick leave accrual = 144 hours that can be paid to the employee; Example 3: A balance of 150 hours of unused sick leave accrual = 75 hours that can be paid to the employee.
  - 3. Employees hired **before** February 1, 2009, who are either (i) at least 55 years old and have worked at IRC for at least 15 years; or (ii) at least 65 years old and have worked at IRC for at least 10 years; will be paid for one-half of their accrued but

unused sick leave up to a maximum accrual of 288 hours, i.e., a maximum of 144 hours; PLUS all unused sick leave accrual over 1000 hours up to 1500 hours, i.e., a maximum of 500 hours; PLUS one-half of all unused sick leave accrual over 1500 hours.

4. Employees hired **before** February 1, 2009, who are either (i) at least 55 years old and have worked at IRC for at least 25 years; or (ii) at least 65 years old and have worked at IRC for at least 20 years; will be paid for all of their accrued but unused sick leave up to 1500 hours PLUS one-half of their unused sick leave accrual in excess of 1500 hours.
5. Employees hired **on or before** June 30, 2023, who do not meet all of the qualifications to be included in sub-paragraphs 3 and 4 above, and who have worked at IRC for at least one year, will be paid for one-half of their accrued but unused sick leave up to a maximum accrual of 288 hours. See sub-paragraph 2 above for examples.

### **10.11 Staff Morale Expense Reimbursement Fund (SMERF)**

Each fiscal year, managers and Directors are allocated a specific amount for each staff member they supervise. These funds may be used in any way the manager or Director deem appropriate to assist in improving the morale of the staff they immediately supervise. IRC will, in its sole discretion, determine the amount of money allocated for SMERF each fiscal year and will notify the managers and Directors how much they are allocated per staff member. Receipts for reimbursement must be dated between July 1 and June 30 of each fiscal year. A manager's request for reimbursement must be approved by their Director and a Director's request from reimbursement must be approved by the Executive Director. Total reimbursement shall not exceed the allocation for the fiscal year. Any unspent allocation will not rollover to the following year.

### **10.12 Unemployment Compensation Insurance**

Unemployment compensation insurance is paid for by IRC and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from IRC.

### **10.13 Vacation**

Our vacation policy is designed to provide you with the opportunity to rest and get away from the everyday routine of work.

#### **10.13.1 Full-time, regular employees working 40 hours/week**

Full-time, regular employees, whose usual and customary schedule is to work 40 hours per week, will accrue vacation as follows:

- a. For employees who have worked at IRC for less than 5 years, they can earn up to 120 hours (3 work weeks) of vacation per year. Vacation will accrue at the rate of 0.05769 hours of vacation for every hour worked during a pay period, which equals 4.6154 hours per pay period if the employee has worked 80 hours during the pay period.

Vacation begins to accrue on the employee's first day of employment, but the employee is not eligible to use accrued vacation until they have worked at IRC for at least 13 weeks.

- b. For employees who have worked at IRC for at least 5 years but less than 10 years, they can earn up to 160 hours (4 work weeks) of vacation per year. Vacation will accrue at the rate of 0.07692 hours of vacation for every hour worked during a pay period, which equals 6.1538 hours per pay period if the employee has worked 80 hours during the pay period.
- c. For employees who have worked at IRC for at least 10 years, they can earn up to 200 hours (5 work weeks) of vacation per year. Vacation will accrue at the rate of 0.09615 hours of vacation for every hour worked during a pay period, which equals 7.6923 hours per pay period if the employee has worked 80 hours during the pay period.
- d. The maximum amount of vacation that can be accrued is 240 hours.
- e. When an employee has accrued 240 hours, they cannot accrue more vacation until their unused vacation accrual is below 240 hours.
- f. Upon separation/termination of employment, the employee will be paid for any unused vacation accrual regardless of how long they have been employed at IRC.

#### **10.13.2 Part-time, regular employees working at least 30 hours/week**

Part-time, regular employees, whose usual and customary schedule is to work at least 30 hours per week, will accrue vacation based on the actual number of hours worked. For example, for a usual and customary schedule of 30 hours per week:

- a. For employees who have worked at IRC for less than 5 years, they can earn up to 90 hours (3 work weeks) of vacation per year. Vacation will accrue at the rate of 0.05769 hours of vacation for every hour worked during a pay period, which equals 3.4615 hours per pay period if the employee has worked 60 hours during the pay period. Vacation begins to accrue on the employee's first day of employment, but the employee is not eligible to use accrued vacation until they have worked at IRC for at least 13 weeks.
- b. For employees who have worked at IRC for at least 5 years but less than 10 years, they can earn up to 120 hours (4 work weeks) of vacation per year. Vacation will accrue at the rate of 0.07692 hours of vacation for every hour worked during a pay period, which equals 4.6154 hours per pay period if the employee has worked 60 hours during the pay period.
- c. For employees who have worked at IRC for at least 10 years, they can earn up to 150 hours (5 work weeks) of vacation per year. Vacation will accrue at the rate of 0.09615 hours of vacation for every hour worked during a pay period, which equals 5.7692 hours per pay period if the employee has worked 60 hours during the pay period.
- d. The maximum amount of vacation that can be accrued is 240 hours.
- e. When an employee has accrued 240 hours, they cannot accrue more vacation until their unused vacation accrual is below 240 hours.
- f. Upon separation/termination of employment, the employee will be paid for any unused vacation accrual regardless of how long they have been employed at IRC.

### 10.13.3 All other part-time employees working less than 30 hours/week

All other part-time employees, whose usual and customary schedule is to work less than 30 hours per week, or who have a variable schedule and work on average less than 30 hours per week, are not entitled to earn any vacation and do not accrue any vacation hours.

### 10.13.4 Rules for Usage

- a. Vacation cannot be used before it is accrued.
- b. Vacation cannot be used in amounts of less than 15 minutes. Employees taking a full day of vacation will be charged according to the number of hours they were regularly scheduled to work that day, i.e., 9 hours on a 9-hour day and 8 hours on an 8-hour day.
- c. An employee must be actively working or on a paid leave in order to accrue vacation time. Vacation is not accrued during unpaid leaves of absence or other periods of inactive service. Agency holidays and jury duty are considered to be active workdays in this situation.
- d. Employees who are separating/terminating their employment with IRC do not accrue additional vacation time after their last day of actively working. Agency holidays and jury duty are **not** considered to be active workdays in this situation.
- e. Employees wanting to use accrued vacation time should submit their request to their manager for approval 30 days in advance of the date the vacation is to start or, if a 30-day advance notice isn't possible, then as soon as possible once the employee becomes aware of the need to use vacation time. Managers shall endeavor to respond to the request within 3 working days. IRC reserves the right, in its sole discretion, to deny any request for vacation that is submitted less than 30 days in advance or if granting the request would be detrimental to the operations of IRC.
- f. An employee who requests vacation, or upon their return from vacation, shall provide any documents or information required by the Human Resources or Payroll Departments.
- g. Vacation **may** be used when an employee's sick leave has been exhausted. Employees wanting to do so shall provide any documents or information required by the Human Resources or Payroll Departments.
- h. Sick leave **may not** be used solely for the reason that vacation leave has been exhausted. Any use of sick leave must meet the eligibility requirements under Section 10.10.
- i. Vacation leave **may** be used for Worker's Compensation related appointments.
- j. IRC may require you to use any unused vacation during disability or family medical leave, or any other leave of absence, where permissible under local, state, and federal law.

## 10.14 Workers' Compensation Insurance

Workers' Compensation is a no-fault system designed to provide benefits to all employees for a work-related injury or illness. Workers' Compensation insurance coverage is paid for by employers and governed by state law. The Workers' Compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured or become ill on the

job while working at IRC, no matter how slightly, you are to report the incident immediately to your manager and the Human Resources Department. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive Workers' Compensation benefits, notify the Human Resources Department immediately of your claim. If your injury or illness is the result of an on-the-job accident or exposure, you must fill out an incident report. You will be required to submit a medical release before you can return to work.

## **11.0 LEAVES OF ABSENCE**

### **11.1 Bereavement Leave**

Pursuant to *Government Code* § 12945.7, employees who have been employed for at least 30 days are eligible for up to 5 days of **unpaid** bereavement leave for the death of a "family member", i.e., a spouse or a child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law as defined in *Government Code* § 12945.2. (Also, see the IRC Sick Leave policy in Section 10.10.6.a.3 above regarding the use of Sick Leave for Bereavement Leave.)

IRC will not refuse a request for up to 5 days of unpaid bereavement leave. Bereavement leave of more than 5 days is within the discretion of IRC. The days taken for bereavement leave do not need to be consecutive. The bereavement leave should be completed within three months following the date of death of the designated person.

An employee may use their accrued sick leave, vacation time and/or their personal holiday for some or all of the unpaid portion of the bereavement leave. If there is an insufficient amount of paid time off to cover the entire bereavement leave, the balance of the bereavement leave will be unpaid.

IRC reserves the right to request that the employee provide documentation of the death of the designated person, e.g., a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency, within 30 days of the first day of the bereavement leave. The identity of the person requesting bereavement leave and any documentation provided concerning the death of the designated person shall be kept confidential.

IRC will not interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right provided under this policy. In addition, IRC will not refuse to hire, or discharge, demote, fine, suspend, expel, or discriminate against, an individual who exercises their right to bereavement leave or gives information or testimony as to their own bereavement leave or another person's bereavement leave, in any inquiry or proceeding related to the rights granted under this policy.

### **11.2 Bone Marrow and Organ Donation Leave**

IRC will provide employees, who have been employed with IRC for at least 90 days, with a paid leave of absence for the purpose of donating organs or bone marrow. When donating an organ, you may take up to 30 paid business days in any one-year period. When donating bone marrow,

you may take up to five paid business days in any one-year period. The one-year period for both leaves is measured from the date leave begins and consists of 12 consecutive months.

IRC will also provide employees with an additional unpaid leave of absence of up to 30 business days in a one-year period when donating an organ. The one-year period is measured from the date leave begins and consists of 12 consecutive months.

Leave taken under this policy may be taken in one or more periods, but in no event shall they exceed the maximum amount of leave allowed.

As a condition of an employee's initial receipt of leave under this policy, the employee is required to take up to five days of accrued but unused sick leave, vacation, or other paid time off for a bone marrow donation and up to two weeks of earned but unused sick leave, vacation, or other unpaid time off for an organ donation.

You are required to provide as much advance notice as possible if you wish to take leave to donate an organ or bone marrow. Provide the Human Resources Department with verification from a physician that the donation will take place and that there is a medical necessity for the donation.

Leave taken under this policy does not constitute a break in service for the purpose of the employee's right to salary adjustments, health insurance coverage, vacation, sick pay or seniority; however, the leave may not run concurrently with any leave under the federal Family and Medical Leave Act or the California Family Rights Act.

IRC will not interfere with, restrain or deny the use of or a request for leave in accordance with this policy and will not discharge, fine, suspend, expel, discipline or in any other manner discriminate against employees who request or take leave in accordance with this policy or who oppose a practice contrary to this policy.

### **11.3 California Family Rights Act (CFRA) Leave**

IRC provides unpaid family and medical leave to eligible employees in accordance with the California Family Rights Act (CFRA).

#### **11.3.1 Eligibility**

To be eligible for CFRA leave:

- a. You must have been employed for at least 12 months (52 weeks) with IRC prior to beginning CFRA leave; and
- b. You must have worked for IRC for at least 1,250 hours during the 12-month period immediately before the leave is to start .

#### **11.3.2 Definitions**

As used in this policy:

- a. “Family member” means your child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person.
- b. “Child” means a biological, adopted, or foster child; a stepchild; a legal ward; a child of a domestic partner; or a person to whom you stand in loco parentis.
- c. “Designated person” means any person related to you by blood or whose association to you is the equivalent of a family relationship.
- d. “Parent” means a biological, foster, or adoptive parent; a parent-in-law; a stepparent; a legal guardian; or other person who stood in loco parentis to you when you were a child.
- e. “Sibling” means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.

You may identify your designated person at the time you request CFRA leave.

### **11.3.3 Reasons for Leave**

You may take CFRA leave for the following reasons:

- a. The birth, adoption, or foster care placement of a child.
- b. To care for your own or your family member’s serious health condition (not including disability due to pregnancy, childbirth, or related medical conditions).
- c. A qualifying exigency related to your spouse, domestic partner, child, or parent who is a military member on covered active duty or called to covered active-duty status (or has been notified of an impending call or order to covered active duty).

### **11.3.4 Leave Usage**

Eligible employees may take up to 12 unpaid workweeks of leave per leave year. For purposes of this policy, the leave year is a rolling 12-month period that is measured backward from the date any CFRA leave is used.

You are required to use any accrued sick leave that you are eligible to take during the otherwise unpaid portion of CFRA leave if the CFRA leave is for the reasons set forth in Section 11.3.3.b. You may use any accrued vacation time, personal holiday, AQMD time or other accrued paid time off that you are eligible to take during the otherwise unpaid portion of the CFRA leave for any of the reasons set forth in Section 11.3.3 or when sick leave has been exhausted.

CFRA leave will run concurrently with FMLA and other state or federal leave laws, where permitted by law.

### **11.3.5 Intermittent Leave**

When medically necessary, leave may be taken on an intermittent or a reduced work schedule.

### **11.3.6 Notice**

If the need for leave is foreseeable (such as the birth of a child or planned medical treatment), you must provide reasonable advance notice and make a reasonable effort to schedule leave so



that it will not unduly disrupt Company operations. If unforeseeable, provide notice as soon as practical. Notice should include the anticipated timing and duration of the leave.

Failure to comply with these notice rules is grounds for, and may result in, deferral of the request for leave until you comply with the notice requirement.

### **11.3.7 Certification**

Where leave is requested for your own or a covered family member's serious health condition, IRC may require you to provide certification from your own or IRC's health care provider. You may obtain medical certification forms from the Human Resources Department and/or any third-party leave administrator utilized by the Human Resources Department.

If leave is for your own serious health condition, certification must include:

- a. The date when the serious health condition began.
- b. The probable duration of the condition.
- c. A statement that, due to the serious health condition, you are unable to perform the function of your position.

If leave is for a covered family member's serious health condition, certification must include:

- d. The date when the serious health condition began.
- e. The probable duration of the condition.
- f. An estimate of the amount of time that the health care provider believes you are needed to care for the family member.
- g. A statement that the family member's serious health condition requires you to provide care during the period of treatment or supervision.

IRC may require subsequent recertification of your own serious health condition if additional leave is required.

If IRC has reason to doubt the validity of the certification provided, IRC may require, at its own expense, that you obtain a second opinion from a health care provider designated or approved by IRC. If the second opinion differs from the original certification, IRC may again require, at its own expense, that you obtain a third opinion from a different health care provider designated or approved jointly by you and IRC. The third opinion will be considered final and binding.

### **11.3.8 Return to Work**

If you take leave for your own serious health condition, you must obtain certification from your health care provider that you are able to resume work.

### **11.3.9 Reinstatement**

Upon return to work at the end of leave, you will be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave

was taken. You may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during the period of leave.

#### **11.3.10 Benefits**

If IRC provides you with health benefits under a group health plan, IRC will maintain and pay for your health coverage for up to 12 weeks at the same level and under the same conditions as coverage would have been provided if you had not taken CFRA leave. You must continue to make timely payments of your share of the premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. If this occurs, you will be notified 15 days before the date coverage lapses that coverage will terminate unless payments are promptly made.

#### **11.3.11 Failure to Return to Work**

If you fail to return to work or fail to request an extension of leave prior to the expiration of the leave, you will be considered to have voluntarily terminated your employment. If you fail to return from leave, IRC may require reimbursement of the health insurance premiums paid during the leave under certain circumstances.

#### **11.3.12 Retaliation**

IRC will not retaliate against employees who request or take leave in accordance with this policy.

### **11.4 Catastrophic Leave**

Catastrophic leave allows employees to donate some of their accrued paid time off to another employee who has exhausted their paid time off but must continue to take time off from work due to a serious illness or injury to themselves or a family member.

#### **11.4.1 Eligibility**

Full-time regular employees are eligible for Catastrophic Leave. Employees may request Catastrophic Leave only once per incident by submitting their request on the appropriate form to the Human Resources Department. A request for Catastrophic Leave must be approved by the employee's Director and the Human Resources Manager.

#### **11.4.2 Qualifying situations**

Catastrophic Leave may be used in the following situations:

- a. For an employee whose illness or injury prevents the employee from working and creates a financial hardship because the employee has exhausted all of their accrued vacation and sick time, paid leave and other paid time off. The employee must submit a physician's statement or other documentation acceptable to IRC stating that the employee is unable to work and must specify an effective date and an expected date of return to work, if possible.

- b. For an employee who is the primary caregiver for their child, parent, grandparent, grandchild, sibling, spouse or domestic partner with an illness or injury that is expected to prevent said person from working and/or taking care of themselves and creates a financial hardship because the employee has exhausted all of their accrued vacation and sick time, paid leave and other paid time off. The employee must submit a physician's statement or other documentation acceptable to IRC stating that the employee is unable to work because the employee is the primary caregiver for their child, parent, grandparent, grandchild, sibling, spouse or domestic partner and must specify an effective date and an expected date of return to work, if possible.

#### **11.4.3 Conditions for Use**

- a. The Catastrophic Leave is limited to only one employee for the same ill/injured family member per incident.
- b. Paid time off which is donated to the employee will be counted towards any FMLA, CFRA, or medical leave of absence for the employee.
- c. Catastrophic leave should be requested prior to the exhaustion of the employee's own paid time off, if possible. Once the employee is inactivated or terminated from payroll, retroactive processing cannot occur.
- d. The employee must have applied for California State Disability Insurance (SDI), Paid Family Leave (PFL), Workers' Compensation or any other paid leave or insurance coverage for which he/she is eligible. The employee must provide information to IRC regarding the amount of any leave or insurance benefits prior to the receipt of Catastrophic Leave. The employee may not receive donated paid time off that would cause him/her to receive more than their regular compensation in a pay period.
- e. Eligible paid time off that may be donated is accrued vacation or sick time, Longevity Leave, personal holiday and AQMD time. Regular pay, merit increases, COLA's, incentive pay, bilingual stipend, bonuses or similar items may not be donated.
- f. The employee will not earn seniority credits or continue to accrue leave from donated paid time off. In addition, the employee is responsible for health benefit premiums after their paid time and FMLA/CFRA is exhausted.
- g. The identity of the requesting employee will be kept confidential for donation purposes.

#### **11.4.4 Donation of Paid Time Off**

Employees wanting to donate their accrued vacation or sick time, Longevity Leave or personal holiday to an employee eligible for Catastrophic Leave may do so as follows:

- a. Employees wanting to donate paid time off must submit the appropriate form to the Payroll Department.
- b. An employee donating paid time off must be a full-time or part-time regular employee.
- c. Any donation of paid time off must be approved by the HR Department.

- d. An employee donating paid time off must retain a balance of no less than 160 hours combined of accrued vacation and sick time, Longevity Leave and personal holiday time provided, however, that the employee still retains a minimum balance of 24 hours of accrued sick time after the donation.
- e. Employees must donate a minimum of 9 hours of paid time off with hourly increments thereafter. When donating Longevity Leave time, the employee must donate a minimum of 40 hours. The dollar value of the donation is calculated by taking the number of hours donated multiplied by the donating employee's base hourly rate of pay. The number of hours available to the requesting employee is calculated by taking the dollar value of the donated hours divided by the requesting employee's base hourly rate of pay rounded to the nearest tenth of an hour.
- f. The donating employee's balances for accrued vacation and sick time, Longevity Leave and personal holiday will be reduced by the number of hours of each category of paid time off that was donated and used during the same pay period(s) as the Catastrophic Leave.
- g. All donations of an employee's paid time off are final and irrevocable unless the donated time is not used by the requesting employee.
- h. For each donation of paid time off in which some or all of the donated hours are not used, it will be returned to the donor with a notation of the number of donated hours used and unused.

## **11.5 Family and Medical Leave (FMLA)**

In accordance with the federal Family and Medical Leave Act of 1993 (FMLA), IRC provides up to 12 or 26 weeks of unpaid, job-protected leave in a 12-month period to covered employees in certain circumstances.

### **11.5.1 Eligibility**

To qualify for FMLA leave, you must:

- a. Have worked for IRC for at least 12 months, although it need not be consecutive;
- b. Worked at least 1,250 hours in the last 12 months; and
- c. Be employed at a worksite that has 50 or more employees within 75 miles.

### **11.5.2 Reasons for Leave**

You may take up to 12 weeks of unpaid FMLA leave in a 12-month period for any of the following reasons:

- a. The birth of a child and in order to care for that child (leave must be completed within one year of the child's birth);
- b. The placement of a child with you for adoption or foster care and in order to care for the newly placed child (leave must be completed within one year of the child's placement);
- c. To care for a spouse, child, or parent with a serious health condition;
- d. To care for your own serious health condition, which makes you unable to perform any of the essential functions of your position; or

- e. A qualifying exigency of a spouse, child, or parent who is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty).

The 12-month period is a “rolling” 12-month period measured backward from the date an employee uses any FMLA leave. Under the “rolling” 12-month period, each time an employee takes FMLA leave, the remaining leave entitlement would be the balance of the 12 weeks which has not been used during the immediately preceding 12 months.

You may take up to 26 weeks of unpaid FMLA leave in a single 12-month period, beginning on the first day that you take FMLA leave to care for a spouse, child, or next of kin who is a covered service member and who has a serious injury or illness related to active duty service.

### 11.5.3 Definitions

As used in this policy:

- a. “Spouse” means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage took place.
- b. “Child” means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability at the time FMLA leave is to commence. A child for the purposes of military exigency or military care leave can be of any age.
- c. “Parent” means a biological, adoptive, step, or foster parent or any other individual who stood in loco parentis to you when you were a child.
- d. “Next of kin” for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as his or her caregiver, that individual will be the only next of kin. In appropriate circumstances, you may be required to provide documentation of next of kin status.
- e. “Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, earaches, upset stomach, minor ulcers, headaches (other than migraines), and routine dental problems are examples of conditions that are not serious health conditions under this policy. If you have any questions about the types of conditions that may qualify, contact the Human Resources Department.
- f. “Health care provider” means a medical doctor or doctor of osteopathy, physician assistant, podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, or Christian Science practitioner licensed by the First Church of Christ. Under limited circumstances, a chiropractor or other provider recognized by our group health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.
- g. “Qualifying exigencies” for military exigency leave include:

1. Short-notice call-ups/deployments of 7 days or less (Leave for this exigency is available for up to 7 days beginning the date of the call-up notice);
2. Attending official ceremonies, programs, or military events;
3. Special childcare needs created by a military call-up including making alternative childcare arrangements, handling urgent and nonroutine childcare situations, arranging for school transfers, or attending school or daycare meetings;
4. Making financial and legal arrangements;
5. Attending counseling sessions for yourself, the military service member, or the military service members' son or daughter who is under 18 years of age or is 18 or older but incapable of self-care because of a mental or physical disability;
6. Rest and recuperation (15 days of leave is available for this exigency per event);
7. Post-deployment activities such as arrival ceremonies, re-integration briefings, and other official ceremonies sponsored by the military (Leave for these events are available for 90 days following the termination of active duty status). This type of leave may also be taken to address circumstances arising from the death of a covered military member while on active duty;
8. Parental care when the military family member is needed to care for a parent who is incapable of self-care, such as arranging for alternative care or transfer to a care facility; and
9. Other exigencies that arise that are agreed to by both IRC and you.
10. A “serious injury/illness” incurred by a service member in the line of active duty or that is exacerbated by active duty is any injury or illness that renders the service member unfit to perform the duties of his or her office, grade, rank, or rating.

#### **11.5.4 Notice and Leave Request Process**

If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, you must give at least 30 days’ notice. If 30 days’ notice is not possible, give notice as soon as practicable (within one or two business days of learning of your need for leave). Failure to provide appropriate notice may result in the delay or denial of leave.

In addition, if you are seeking intermittent or reduced schedule leave that is foreseeable due to planned medical treatment or a series of treatments for yourself, a family member, or covered service member, you must consult with your manager first regarding the dates of this treatment to work out a schedule that best suits your needs or the needs of the covered military member, if applicable, and IRC.

If the need for leave is unforeseeable, provide notice as soon as possible. Normal call-in procedures apply to all absences from work, including those for which leave under this policy may be requested. Failure to provide appropriate notice may result in the delay or denial of leave.

Please contact the Human Resources Department for information on how to apply for a leave of absence.

### **11.5.5 Certification of Need for Leave**

If you are requesting leave because of your own or a covered relative's serious health condition, you and the relevant health care provider must supply appropriate medical certification. You may obtain medical certification forms from the Human Resources Department and/or any third-party leave administrator utilized by the Human Resources Department. When you request leave, IRC will notify you of the requirement for medical certification and when it is due (at least 15 days after you request leave). If you provide at least 30 days' notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided.

At our expense, IRC may require an examination by a second health care provider designated by us. If the second health care provider's opinion conflicts with the original medical certification, we, at our expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. Subsequent medical recertification may also be required. Failure to provide requested certification within 15 days, when practicable, may result in delay of further leave until it is provided.

IRC also reserves the right to require certification from a covered military member's health care provider if you are requesting military caregiver leave and certification in connection with military exigency leave.

### **11.5.6 Call-In Procedures**

In all instances of absence, the call-in procedures and standards established for giving notice of absence from work must be followed.

### **11.5.7 Paid Leave Utilization During FMLA Leave**

FMLA leave is unpaid. You are required to use any accrued sick leave that you are eligible to take during the otherwise unpaid portion of FMLA leave if the FMLA leave is for the reasons set forth in Sections 11.7.2.c. or 11.7.2.d. You may use any accrued vacation time, personal holiday, AQMD time or other accrued paid time off that you are eligible to take during the otherwise unpaid portion of the FMLA leave for any of the other reasons set forth in Section 11.7.2 or when sick leave has been exhausted.

Your FMLA leave runs concurrently with other types of leave, such as accrued paid leave that is substituted for unpaid FMLA leave, CFRA and any other state family leave laws, to the extent allowed by state law. The substitution of paid leave for unpaid FMLA leave does not extend the 12 or 26 weeks (whichever is applicable) of FMLA leave. In addition, the substitution of paid leave for unpaid leave may not result in your receipt of more than 100 percent of your salary.

If you are receiving short- or long-term disability or workers' compensation benefits during a personal medical leave, you will not be required to utilize accrued paid leave. However, where state law permits, you may elect to use accrued paid leave to supplement these benefits.

### **11.5.8 Intermittent Leave**

If medically necessary, FMLA leave for a serious health condition may be taken intermittently (in separate blocks of time due to a serious health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday). FMLA leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service.

Since FMLA leave is unpaid, IRC will reduce your wages to reflect the amount of time actually worked. The rules for paid leave utilization in Section 11.7.7. apply to Intermittent Leave under this section.

In addition, while you are on an intermittent or reduced schedule leave that is foreseeable due to planned medical treatments, IRC may temporarily transfer you to an available alternative position that better accommodates your leave schedule and has equivalent pay and benefits.

### **11.5.9 Parental Leave**

Leave for the birth or placement of a child must be taken in a single block and cannot be taken on an intermittent or reduced schedule basis. Parental leave must be completed within 12 months of the birth or placement of the child; however, you may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc. The rules for paid leave utilization in Section 11.7.7. apply to Parental Leave under this section.

### **11.5.10 Family Care, Personal Medical, Military Exigency and/or Care Leave**

Leave taken for these reasons may be taken in a block or blocks of time. In addition, if a health care provider deems it necessary or if the nature of a qualifying exigency requires, leave for these reasons can be taken on an intermittent or reduced-schedule basis.

### **11.5.11 Fitness for Duty Requirements**

If you take leave because of your own serious health condition (except if you are taking intermittent leave), a physician's release, including any work limitations and a return to work date, is required before you may return to work.

### **11.5.12 Health Insurance**

Your health insurance coverage will be maintained by IRC during leave on the same basis as if you were still working. You must continue to make timely payments of your share of the premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. If this occurs, you will be notified 15 days before the date coverage lapses that coverage will terminate unless payments are promptly made.



### **11.5.13 Reinstatement**

Upon returning to work at the end of leave, you will generally be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken.

### **11.5.14 Spouse Aggregation**

If you and your spouse are both employed by IRC, the total number of weeks to which you are both entitled in the aggregate because of the birth or placement of a child or to care for a parent with a serious health condition will be limited to 12 weeks per leave year. Similarly, spouses employed by IRC will be limited to a combined total of 26 weeks of leave to care for a military service member. This 26-week leave period will be reduced, however, by the amount of leave taken for other qualifying FMLA events. This type of leave aggregation does not apply to leave needed for your own serious health condition, to care for a spouse or child with a serious health condition, or because of a qualifying exigency.

### **11.5.15 Failure to Return**

If you fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, you will be deemed to have voluntarily terminated your employment. IRC is not required to grant requests for open-ended leaves with no reasonable return date under these policies or as disability accommodations.

### **11.5.16 Alternative Employment**

While on leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by IRC. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination of employment.

### **11.5.17 Interaction with State and Local Laws**

Where state or local family and medical leave laws offer more protections or benefits to employees, the protections or benefits that are more favorable to the employee, as provided by these laws, will apply.

### **11.5.18 Abuse of Leave**

If you are found to have provided a false reason for a leave, you will be subject to disciplinary action up to and including termination of employment.

### **11.5.19 Designation of Leave**

If IRC becomes aware of any qualifying reason for FMLA leave, IRC will designate it as such. An employee may not refuse FMLA designation under this policy.

### **11.5.20 Retaliation**

IRC will not retaliate against employees who request or take leave in accordance with this policy.

## **11.6 Jury Duty Leave**

IRC encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your manager as soon as possible to make scheduling arrangements.

IRC will pay you your regular earnings for service on a jury up to 21 working days per calendar year (January - December). Partial days of jury service count as one (1) day. Such absences shall be considered as paid time off, but not time worked, and will not be counted in calculating any overtime.

A notice from the court clerk is required to support each day of jury duty. Absences without Jury Duty Certification will be deducted from the employee's vacation leave if available.

IRC will not retaliate against employees who request or take leave in accordance with this policy.

## **11.7 Longevity Leave**

### **11.7.1 Eligibility**

- a. This type of leave is granted to full-time, regular employees whose usual and customary schedule is to work 40 hours per week and were hired on or before June 30, 2023. Employees hired on or after July 1, 2023 are not eligible for a Longevity Leave of Absence.
- b. Eligible employees hired on or before August 31, 1999 are entitled to 240 hours of paid Longevity Leave after 10 years of employment and after each additional 10 years of employment.
- c. Eligible employees hired on or after September 1, 1999, and on or before June 30, 2023, are entitled to 160 hours of paid Longevity Leave after 10 years of employment and after each additional 10 years of employment.
- d. Longevity Leave does not accrue, nor is it earned, on a pro rata basis. The full 10 years of employment must be completed before Longevity Leave is earned.

### **11.7.2 Usage**

- a. Longevity Leave must be taken in increments of 40 hours.
- b. Longevity Leave must be taken within twenty-hour (24) months after each of the employee's 10-year anniversary dates. An eligible employee's Director may grant an extension of up to 6 months for the employee to use their Longevity Leave. Extensions after 6 months may only be approved by the Executive Director.

- c. Eligible employees must submit a request for Longevity Leave on form ICRC 67c as well as a concurrent request for Longevity Leave through the HR/Payroll time keeping system at least 60 days in advance and have it approved by their manager, their Program Administrator or Director, the Executive Director and the HR Manager. If a 60-day advance notice isn't possible, then the request must be made as soon as possible.
- d. IRC reserves the right, in its sole discretion, to deny any request for Longevity Leave that is submitted less than 60 days in advance, if there are pending disciplinary actions against the employee or if granting the request would be detrimental to the operations of IRC.
- e. If an eligible employee has not been able to use all of their Longevity Leave during the initial 24-month period plus at least one 6-month extension, and the employee will not be able to use the rest of their Longevity Leave even if an additional 6-month extension was granted, then the eligible employee will be paid for the unused Longevity Leave at a time to be determined in the sole discretion of IRC based upon IRC's financial condition and the funding provided by DDS. To be eligible to be paid for their unused Longevity Leave, the eligible employee must have made good faith attempts to schedule and use their Longevity Leave during the initial 24-month period and must have been granted at least one 6-month extension.
- f. Upon retirement, resignation or termination of employment, eligible employees will be paid for any earned but unused Longevity Leave.

### **11.8 Military Leave (USERRA)**

IRC complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to the Human Resources Department. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your manager and the Human Resources Department of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact the Human Resources Department.

### **11.9 Military Spouse Leave**

IRC provides up to 10 days of job-protected, unpaid leave to employees who are the spouse or registered domestic partner of a military member who is home on leave during a period of military deployment.

#### **11.9.1 Eligibility**

To be eligible for military spouse leave, you must:

- a. Work an average of 20 or more hours per week; and

- b. Be the spouse or registered domestic partner of a member of the Armed Forces, National Guard, or Reserves who is on leave from deployment during a period of military conflict.

You may elect to use any available paid time off for which you are eligible for the purpose of taking military spouse leave, and such paid time off will run concurrently with the leave afforded under this policy.

### **11.9.2 Notice**

Notify your manager and the Human Resources Department of your need for leave within 2 business days from the day you receive official notice that your spouse or registered domestic partner will be on leave from deployment. You must also provide written documentation certifying that your spouse or registered domestic partner will be on leave from deployment during the time you are requesting leave.

### **11.9.3 Retaliation**

IRC will not discriminate or retaliate against employees who request or take leave in accordance with this policy.

## **11.10 Paid Family Leave Insurance**

California's Paid Family Leave (PFL) insurance program provides eligible employees with up to eight (8) weeks of partial wage replacement in any 12-month period to take time off from work to:

- a. Bond with a new child (either by birth, adoption, or foster care placement);
- b. Care for a seriously ill family member (child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner); or
- c. Participate in a qualifying exigency related to the covered active duty, or call to covered active duty, of your spouse, domestic partner, child, or parent in the U.S. Armed Forces.

The 12-month period begins on the day a claim is submitted.

PFL insurance is funded entirely by workers through State Disability Insurance (SDI) payroll deductions. If you are currently receiving benefits from SDI or Workers' Compensation insurance, you may not be eligible to receive PFL benefits. The California PFL insurance program does not create a right to a leave of absence, job protection or job reinstatement.

PFL will run concurrently with CFRA, FMLA and other state or federal leave laws, where permitted by law.

The PFL insurance program makes benefits available to eligible employees through the California Employment Development Department (EDD). Apply for PFL insurance directly with the EDD. Contact the EDD for information on eligibility or to obtain a claim form. Medical and other documentation may be required. IRC does not determine eligibility or benefit amount.

Please contact the Human Resources Department for information on integration of benefits including, but not limited to, SDI and available paid time off accruals.

### **11.11 Personal Leave of Absence**

IRC recognizes that you may need time off from work in special circumstances that other types of leave of absence may not address when other types of leave of absence have been exhausted. In such cases, you may request a personal leave of absence.

#### **11.11.1 Eligibility**

All regular full-time or part-time employees employed for at least 12 months are eligible to apply for an unpaid personal leave of absence. All other applicable types of leave of absence must be exhausted or, if no other type of leave of absence was applicable, there must be an unpaid absence of more than five consecutive workdays.

#### **11.11.2 Requests for and Conditions of a Personal Leave of Absence**

Requests for unpaid personal leave must be submitted to the Human Resources Department in advance where practical. In emergency situations, notice must be provided as soon as possible. The request should include the reason for the leave as well as the dates you expect to begin and end the leave. If you are requesting a personal leave of absence due to your own medical or health condition, a physician's off work order is required. You may request up to four (4) months of unpaid leave of absence.

Job performance, absenteeism, and departmental requirements will be taken into consideration in deciding whether to deny or approve the request in total or in part. Requests for unpaid personal leave and the length of the leave may be denied or approved within the sole discretion of IRC.

You will be required to use all accrued paid leave balances including, but not limited to, vacation time, longevity, personal holiday, sick leave (if applicable) and AQMD time, prior to taking an unpaid personal leave of absence.

Sick leave, vacation time, seniority, and other such benefits will not accrue during an unpaid personal leave of absence. Holidays that occur during an unpaid personal leave of absence will not be paid.

If you are granted a personal leave of absence, reinstatement to your position or any other position is not guaranteed.

#### **11.11.3 Extension of Leave**

You are required to return from an unpaid personal leave of absence on the originally scheduled return date. If you are unable to return on that date, you may request an extension of the leave for up to two (2) additional months from the Human Resources Department at least one week before the original return date. Requests for an extension of a leave of absence will be considered on a case-by-case basis, are not guaranteed and must be approved by the Director

of HR or the Executive Director. An unpaid personal leave of absence cannot exceed six (6) months in total, including any extension.

If the extension request is denied, you must return to work on the original return date or you will be deemed to have voluntarily resigned from your employment.

#### **11.11.4 Continuation of Health Benefits**

During an unpaid personal leave of absence, IRC provided health benefits will be continued at the same level and under the same conditions as prior to the leave. You are still responsible for payment of your portion of the insurance premiums while on leave. At the end of your leave of absence, including any extension, or if you fail to pay your premium payment in a timely manner, IRC will provide you with information about your rights under COBRA, Cal-COBRA and any other applicable state continuation of coverage policies.

#### **11.11.5 Return to Work**

If you are on a personal leave of absence due to your own medical or health condition, a physician's release, including any work limitations and a return to work date, is required before you may return to work.

In advance of your return date, the Human Resources Department will arrange for you to either (1) resume your previous position, if available, or (2) offer you a similar position, if available. However, IRC's need to fill open and available positions may override our ability to hold a position open until your return. Therefore, IRC cannot guarantee that you will be reinstated to your former position or a similar position when you leave ends. IRC retains the sole discretion to determine the similarity of any available positions and your qualifications. If we are unable to reinstate you or you refuse the offer of reinstatement to a different position, your leave status will be changed to a voluntary resignation.

#### **11.11.6 Failure to Return from Leave**

If you fail to return to work on the original return date, or on any approved extension of that date, you will be deemed to have voluntarily resigned from your employment.

#### **11.11.7 Alternative Employment**

While on an unpaid personal leave of absence, you may not work or be gainfully employed either for yourself or others. If you are on an unpaid personal leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination of employment.

### **11.12 Pregnancy Disability Leave**

If you are disabled by pregnancy, childbirth, or a related medical condition, IRC will provide you with up to 4 months of unpaid pregnancy disability leave (PDL).

### **11.12.1 Eligibility**

To be eligible for PDL, you must suffer from a pregnancy-related disability. A “pregnancy-related disability” is a physical or mental condition related to pregnancy or childbirth that prevents you from performing the essential duties of your job or would cause undue risk to you or your pregnancy's successful completion.

Conditions for which PDL is available include, but are not limited to:

- a. Severe morning sickness.
- b. Prenatal or postnatal care.
- c. Doctor ordered bed rest.
- d. Gestational diabetes.
- e. Pregnancy-induced hypertension.
- f. Preeclampsia.
- g. Post-partum depression.
- h. Lactation conditions such as mastitis.
- i. Loss or end of pregnancy.
- j. Recovery from loss or end of pregnancy.

### **11.12.2 Use of Leave**

PDL may be taken before or after birth during any period of time (not to exceed four months) where you are physically unable to work due to your pregnancy-related disability. You may take PDL all at once or intermittently.

Where applicable under state and federal law, employees who qualify and are entitled to take PDL may also be eligible for leave under the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA). PDL and FMLA run concurrently. CFRA leave will be counted separately from PDL. CFRA leave will also be counted separately from FMLA leave taken for pregnancy disability, childbirth, or related medical conditions. An additional 12 weeks of bonding leave may also be available to qualified individuals. Speak with Human Resources about your eligibility for these leaves.

### **11.12.3 Foreseeable Need for Leave**

If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, you must give at least 30 days' notice. If 30 days' notice is not practicable, give notice as soon as possible. You are expected to complete and return a leave request form prior to the beginning of leave. Failure to provide appropriate notice and/or complete and return the necessary paperwork will result in the delay or denial of leave.

### **11.12.4 Unforeseeable Need for Leave**

If the need for leave is unforeseeable, provide notice as soon as practicable and possible under the facts of the particular case. Normal call-in procedures apply to all absences from work including those for which leave under this policy may be requested. Complete and return the necessary leave request form as soon as possible to obtain the leave. Failure to provide

appropriate notice and/or complete and return the necessary paperwork on a timely basis will result in the delay or denial of leave.

#### **11.12.5 Leave Request Process**

To request leave under this policy, contact the Human Resources Benefits Specialist for details. If the need for leave is unforeseeable and you will be absent more than three days, contact the Human Resources Department and request information to file for a leave.

#### **11.12.6 Call-In Procedures**

In all instances of absence, follow the call-in procedures and standards established for giving notice of absence from work.

#### **11.12.7 Paid Leave Utilization During Pregnancy Leave**

You are required to use any accrued sick leave that you are eligible to take during the unpaid PDL. You may use any accrued vacation leave, personal holiday, AQMD time or other accrued paid time off that you are eligible to take during the unpaid PDL or when sick leave has been exhausted.

If you are on PDL for eight or more consecutive calendar days, you may be eligible for partial wage replacement benefits under the California State Disability Insurance (SDI) program. You are responsible for applying for these benefits. You must provide the HR Department with documentation concerning any SDI benefits you receive. The total amount that you receive from SDI benefits and paid time off that you are eligible to take cannot exceed your usual and customary wages for the pay period.

#### **11.12.8 Certification and Fitness for Duty Requirements**

When requesting PDL, you must provide certification from a health care provider to qualify for leave. Such certification must be provided within 15 days of the request for leave unless it is not practicable under the circumstances despite your diligent efforts. Failure to provide certification may result in leave being delayed, denied, or revoked. At the discretion of IRC, you may also be required to obtain a second and third certification from another health care provider at Company expense (except for military care leave). Recertification of the continuance of a serious health condition or an injury/illness of a military service member will also be required at appropriate intervals.

#### **11.12.9 Temporary Transfer and Other Accommodations**

If you are suffering from a pregnancy related disability, you are entitled to a temporary transfer to another position or other reasonable accommodation based on the pregnancy-related disability if you request the transfer or reasonable accommodation and the request is based on the medical certification of a health care provider that a transfer or reasonable accommodation is medically advisable, and the request can be reasonably accommodated by IRC. All employees who are transferred to accommodate a pregnancy-related disability have the same



reinstatement and other rights described below with respect to pregnancy-related disability leaves.

IRC may also require you to transfer temporarily to an available alternative position with the same pay and benefits in order to accommodate your need for intermittent leave or a reduced work schedule.

#### **11.12.10 Benefits**

If IRC provides you with health benefits under a group health plan, IRC will maintain and pay for your health coverage at the same level and under the same conditions as coverage would have been provided if you had not taken pregnancy disability leave. If you do not return to work at the end of your pregnancy disability leave, IRC may recover the payment for your premiums under certain circumstances.

#### **11.12.11 Return to Work**

Upon returning to work at the end of leave, you will be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken. You may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during leave.

At the completion of PDL, you will be required to obtain a release to return to work from your health care provider stating that you are able to resume your original job or duties.

#### **11.12.12 Failure to Return**

If you fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, you will be deemed to have voluntarily resigned from your employment.

#### **11.12.13 Alternative Employment**

While on leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the IRC. If you are on a leave of absence and are found to be working elsewhere without permission, you will be automatically terminated.

#### **11.12.14 False Reason for Leave**

You will be terminated if you provide a false reason for a leave.

#### **11.12.15 Retaliation**

IRC will not retaliate against employees who request or take leave in accordance with this policy.

## 11.13 Reproductive Loss Leave

### 11.13.1 Eligibility

Pursuant to *Government Code* § 12945.6, employees who have been employed for at least 30 days are eligible for up to 5 days of unpaid reproductive loss leave as a result of a reproductive loss event, which is the day or, for a multiple-day event, the final day of any of the following:

- a. Failed adoption: The dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to a person who would have been a parent of the adoptee if the adoption had been completed.
- b. Failed surrogacy: The dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. This event applies to a person who would have been a parent of a child born as a result of the surrogacy.
- c. Miscarriage: A miscarriage by a person, by the person's current spouse or domestic partner, or by another individual if the person would have been a parent of a child born as a result of the pregnancy.
- d. Stillbirth: A stillbirth resulting from a person's pregnancy, the pregnancy of a person's current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.
- e. Unsuccessful assisted reproduction: An unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. This event applies to a person, the person's current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy.

### 11.13.2 Amount and Use of Leave

IRC will not refuse a request for up to 5 days of unpaid reproductive loss leave. Reproductive loss leave of more than 5 days is within the discretion of IRC. If an employee experiences more than one reproductive loss event within a 12-month period, the total amount of reproductive loss leave shall not exceed 20 days. The days taken for reproductive loss leave do not need to be consecutive.

The reproductive loss leave should be completed within three months following the date of reproductive loss event. However, if prior to, or immediately following, a reproductive loss event, an employee is on or chooses to go on leave under any another leave entitlement under state or federal law, e.g., the California Family Rights Act (Section 11.3 above) or Pregnancy Disability Leave (Section 11.14 above), then the employee may complete their reproductive loss leave within three months of the end of the other leave.

### 11.13.3 Use of PTO

An employee may use their accrued sick leave, vacation time, AQMD time and/or their personal holiday for some or all of the reproductive loss leave. If there is an insufficient

amount of paid time off to cover the entire reproductive loss leave, the balance of the reproductive loss leave will be unpaid.

#### **11.13.4 Documentation**

IRC reserves the right to request that the employee provide documentation of the reproductive loss event.

#### **11.13.5 Confidentiality**

The identity of the person requesting reproductive loss leave and any information or documentation provided concerning the reproductive loss leave shall be kept confidential.

#### **11.13.6 No Retaliation**

IRC will not interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right provided under this policy. In addition, IRC will not refuse to hire, or discharge, demote, fine, suspend, expel, or discriminate against an individual who exercises their right to reproductive loss leave or gives information or testimony as to their own reproductive loss leave or another person's reproductive loss leave, in any inquiry or proceeding related to the rights granted under this policy.

### **11.14 School Disciplinary Leave**

#### **11.14.1 Use of Leave**

IRC will provide eligible employees with unpaid leave, where permitted by law, to appear at their child's school if the child has been suspended and, for reasons specified in the California Education Code, they have been requested to attend a portion of a school day in the classroom of their child or ward.

#### **11.14.2 Eligibility**

All employees who are the parent or guardian of a student are eligible for school disciplinary leave.

#### **11.14.3 Notice**

You must provide documentation from the school of your need to take school disciplinary leave.

#### **11.14.4 Retaliation**

IRC will not retaliate against employees who request or take leave in accordance with this policy.

## 11.15 School and Childcare Activities Leave

### 11.15.1 Use of Leave

IRC will provide employees, who have one or more children that are of the age to attend a licensed childcare provider, kindergarten, or grades 1 through 12, with up to 40 hours of leave per year to participate in the following:

- a. Finding, enrolling, or re-enrolling the child in a school or with a licensed childcare provider;
- b. Participating in school or childcare-related activities; or
- c. Addressing a childcare provider or school emergency.

Leave is limited to eight hours in any calendar month.

You may use accrued vacation time for this leave.

### 11.15.2 Eligibility

To be eligible for leave, you must be a parent, guardian, step-parent, foster parent, grandparent, or a person who stands in the place of a parent (in loco parentis) to a child.

If there is more than one eligible person that works for IRC who wants to take time off with respect to a child, only one person - the first to provide notice - may take the time off unless IRC approves of more than one individual taking the time off simultaneously.

### 11.15.3 Notice

If you wish to take leave to enroll a child in school or with a childcare provider or to participate in a school or childcare-related activity, you must provide reasonable advance notice to your manager. If you need to take leave to address a childcare provider or school emergency, you must provide notice to your manager as soon as practicable. You may be required to provide documentation from the school or childcare provider verifying that you participated in the school or childcare activity.

### 11.15.4 Retaliation

IRC will not retaliate against employees who request or take leave in accordance with this policy.

## 11.16 Victim of Crime or Violence Leave

### 11.16.1 Definitions

As used in this policy:

- a. "Crime" means a crime or public offense as set forth in *Government Code* § 13951, and regardless of whether any person is arrested for, prosecuted for, or convicted of, committing the crime.

- b. “Domestic violence” means any of the types of abuse set forth in *Family Code* § 6211.
- c. “Family member” means a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner, as those terms are defined in *Government Code* § 12945.2, or a designated person. For purposes of this paragraph, “designated person” means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. An employee is limited to one designated person per a 12-month period for a leave under this section.
- d. “Qualifying act of violence” means any of the following, regardless of whether anyone is arrested for, prosecuted for, or convicted of committing any crime:
  - 1. Domestic violence.
  - 2. Sexual assault.
  - 3. Stalking.
  - 4. An act, conduct, or pattern of conduct that includes any of the following:
    - i. In which an individual causes bodily injury or death to another individual. “Sexual assault” means any nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks capacity to consent.
    - ii. In which an individual exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual.
    - iii. In which an individual uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.
- e. “Stalking” means engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for that person’s safety or the safety of others or suffer substantial emotional distress.
- f. “Victim” means either of the following:
  - 1. An individual against whom a qualifying act of violence is committed.
  - 2. For the purposes of paragraph (2) of subdivision (a) only, a person against whom any crime has been committed.
- g. “Victim advocate” means an individual, whether paid or serving as a volunteer, who provides services to victims under the auspices or supervision of an agency or organization that has a documented record of providing services to victims, or under the auspices or supervision of a court or a law enforcement or prosecution agency.
- h. “Victim services organization or agency” means an agency or organization that has a documented record of providing services to victims.

### **11.16.2 No Retaliation**

IRC will not do any of the following:

- a. Discharge or in any manner discriminate against you for taking time off to serve as required by law on an inquest jury or trial jury, if, prior to taking the time off, you give reasonable notice to your manager and the Human Resources Department that you are required to serve.
- b. Discharge or in any manner discriminate or retaliate against you, including if you are a victim, for taking time off to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding.

- c. Discharge or in any manner discriminate or retaliate against you, if you are a victim, for taking time off from work to obtain or attempt to obtain any relief. Relief includes, but is not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the employee or their child.
- d. Discharge or in any manner discriminate or retaliate against you for requesting or taking leave in accordance with this policy.
- e. Discharge or in any manner discriminate or retaliate against you because of your status, or your family member's status, as a victim if you provide notice your manager and the Human Resources Department of the status or if IRC has actual knowledge of the status.
- f. Discharge or in any manner discriminate or retaliate against you for requesting a reasonable accommodation under this policy, regardless of whether the request was granted.

### **11.16.3 Reasons for leave**

IRC provides an unpaid leave of absence to an employee who is a victim, or who has a family member who is a victim, for any of the following purposes:

- a. To obtain or attempt to obtain any relief for the family member. Relief includes, but is not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the family member of the victim.
- b. To seek, obtain, or assist a family member to seek or obtain, medical attention for or to recover from injuries caused by a qualifying act of violence.
- c. To seek, obtain, or assist a family member to seek or obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of a qualifying act of violence.
- d. To seek, obtain, or assist a family member to seek or obtain psychological counseling or mental health services related to an experience of a qualifying act of violence.
- e. To participate in safety planning or take other actions to increase safety from future qualifying acts of violence.
- f. To relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or childcare.
- g. To provide care to a family member who is recovering from injuries caused by a qualifying act of violence.
- h. To seek, obtain, or assist a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence.
- i. To prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence.
- j. To seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.

You may use accrued vacation leave, personal holiday, AQMD time or sick leave (if eligible under Section 10.10).

Leave under this policy will run concurrently with leave under CFRA and FMLA.

Total leave taken for the reasons set forth in this Section 11.5.3 is limited to 12 weeks. However, if an employee's family member is a victim, but is not deceased as a result of a crime, and the employee is not a victim, the employee may only take leave for the reasons set forth in this Section 11.5.3 for a total of 10 days.

#### **11.16.4 Reasonable Accommodations**

IRC will provide reasonable accommodations for an employee who is a victim, or whose family member is a victim, of a qualifying act of violence who requests an accommodation for the safety of the employee while at work.

Reasonable accommodations may include the implementation of safety measures, including a transfer, reassignment, modified schedule, changed work telephone, permission to carry a telephone at work, changed work station, installed lock, assistance in documenting domestic violence, sexual assault, stalking, or another qualifying act of violence that occurs in the workplace, an implemented safety procedure, or another adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking, or other qualifying act of violence, or referral to a victim assistance organization.

IRC is not required to provide a reasonable accommodation to an employee who has not disclosed their status, or their family member's status, as a victim.

IRC will engage in a timely, good faith, interactive process with the employee to determine effective reasonable accommodations.

In determining whether an accommodation is reasonable, IRC will consider an exigent circumstance or danger facing the employee or their family member.

IRC is not required to undertake an action that constitutes an undue hardship on IRC's business operations, as defined by *Government Code* § 12926. An undue hardship also includes any action that would violate IRC's duty to furnish and maintain a place of employment that is safe and healthful for all employees as required by *Labor Code* § 6400.

An employee requesting a reasonable accommodation pursuant to this policy shall provide to the Human Resources Department a written statement signed by the employee, or an individual acting on the employee's behalf, stating that the accommodation is for a purpose authorized under this policy.

An employee requesting a reasonable accommodation pursuant to this policy shall provide documentation to the Human Resources Department demonstrating their status, or their family member's status, as a victim. Such documentation will be the same as that required in Section 11.5.5. IRC reserves the right to request new documentation regarding the employee's status, or their family member's status, as a victim every six months.

If an employee no longer needs an accommodation, the employee shall notify the Human Resources Department that the accommodation is no longer needed.

### 11.16.5 Notice and Documentation

As a condition of taking time off for any of the above purposes, you must provide reasonable advance notice of your intention to take time off to your manager and the Human Resources Department, unless the advance notice is not feasible.

If an unscheduled absence occurs, you must provide the following documentation within a reasonable amount of time after your absence:

- a. A police report indicating that you or a family member were a victim;
- b. A court order protecting or separating you or a family member from the perpetrator of the qualifying act of violence, or other evidence from a court or prosecuting attorney stating that you or a family member have appeared in court;
- c. Documentation from a licensed medical professional, domestic violence counselor as defined in *Evidence Code* § 1037.1, a sexual assault counselor as defined in *Evidence Code* § 1035.2, victim advocate, licensed health care provider, or counselor that you or a family member was undergoing treatment or seeking or receiving services directly related to the qualifying act of violence; or
- d. Any other form of documentation that reasonably verifies that the qualifying act of violence occurred including, but not limited to, a written statement signed by you, or an individual acting on your behalf, certifying that the absence is for a purpose authorized under this policy.

### 11.16.6 Confidentiality

Any verbal or written statement, police or court record, or other documentation provided to IRC identifying an employee, or the employee's family member, as a victim will be kept confidential and will not be disclosed by IRC except as required by federal or state law or as necessary to protect the employee's safety in the workplace. The employee will be given notice before any authorized disclosure. Providing documentation under Sections 11.5.4 or 11.5.5 above does not waive any confidentiality or privilege that may exist between the employee, or employee's family member, and a third party.

### 11.17 Voting Leave

If your work schedule prevents you from voting on Election Day, IRC will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your manager, consistent with applicable legal requirements.

Typically, employees are expected to vote on their own time. Polls are generally open between 7:00 a.m. and 8:00 p.m.

**Employees will be allowed to take up to two hours off, with pay, if they do not have sufficient time outside of their working hours within which to vote.** If the employee on the third working day prior to the day of election, knows or has reason to believe that time off will be necessary to be able to vote on election day, the employee shall give the manager at least two working days' notice that time off for voting is desired, in accordance with this section. The employee must present a valid sample ballot and a copy of their voter's receipt to the Payroll Department. Time



taken for voting is considered paid time off, but not time worked, and will not be counted in calculating any overtime.

### **11.18 Witness Leave**

Employees who are required by law to appear in court or at another judicial proceeding as a witness on a matter not related to IRC business may either use (a) accrued vacation, sick time, personal holiday or AQMD time or (b) take unpaid time off for such purposes. The employee is to provide their manager with as much advance notice as possible. IRC reserves the right to verify the validity of the request by requiring that the employee provide copies of any subpoena, court order or other documentation that compels the employee's appearance in court or at another judicial proceeding.

## **12.0 SAFETY AND LOSS PREVENTION**

### **12.1 Drug and Alcohol Policy**

IRC is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of IRC to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others and will not be tolerated.

#### **12.1.1 Prohibited Conduct**

IRC expressly prohibits employees from engaging in the following activities when they are on duty, acting on behalf of IRC at any time or while on IRC premises (whether or not they are working):

- a. The use, abuse, possession, manufacture, dispensation, distribution, sale or solicitation of, or being under the influence of, alcohol, illegal drugs, or other impairing substances.
- b. The use, abuse, possession, manufacture, dispensation, distribution, sale or solicitation of, or being under the influence of, any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- c. The illegal use, abuse, possession, manufacture, dispensation, distribution, sale or solicitation of, or being under the influence of, prescription drugs.

#### **12.1.2 Cannabis (Marijuana) Use**

IRC will not discriminate against an employee or applicant for employment in hiring, termination or any term or condition of employment, or otherwise penalize a person (a) for the use of cannabis off the job and away from the workplace or (b) if a drug screening test has found a person to have non-psychoactive cannabis metabolites in their hair, blood, urine, or other bodily fluids. IRC will not request information from an applicant for employment relating to the applicant's prior use of cannabis.

However, IRC is not prohibited from discriminating against an employee or applicant for employment in hiring, termination or any term or condition of employment, or otherwise

penalizing a person if the decision is based on preemployment drug screening that does not screen for non-psychoactive cannabis metabolites.

This policy does not affect IRC's obligation to maintain a drug and alcohol-free workplace, or any other rights or obligations IRC may have under federal, state or local laws or regulations. Therefore, and notwithstanding the above, employees are not allowed to possess, be impaired by, or use cannabis while on the job or on duty and acting on behalf of IRC at any time. This prohibition also applies to a prescription for the use of medical marijuana.

### **12.1.3 Over-the-Counter or Prescribed Medications**

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability or medical condition, inform the Human Resources Department if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

### **12.1.4 Treatment or Rehabilitation**

IRC will reasonably accommodate employees who wish to voluntarily participate in an alcohol or drug rehabilitation program, provided that the accommodation will not impose an undue hardship on IRC (See Section 5.2 above).

### **12.1.5 Violations**

Any actual or suspected violation of this policy should be reported to the Human Resources Department. A violation of this policy may result in disciplinary action up to and including termination of employment.

## **12.2 Public Health Emergency**

The health and well-being of our employees is of utmost importance to IRC. Therefore, in accordance with IRC's duty to protect the health and safety of our employees and provide and maintain a workplace that is safe and free of known hazards, IRC reserves the right to adopt and implement all necessary policies and procedures for the protection of our employees and others in the event of a declared public health emergency.

## **12.3 Injury and Illness Prevention Plan**

IRC is committed to maintaining a safe and healthful working environment. To achieve this goal, IRC has implemented a comprehensive Injury and Illness Prevention Plan (IIPP). The IIPP is designed to prevent workplace accidents, injuries and illnesses. Employees are expected to obey safety rules, use good work procedures, and report all unsafe practices or conditions. A complete copy of the IIPP is maintained on the Human Resources intranet page and in the Human Resources Department and is available for your review.

Good housekeeping is an integral part of any effective safety program. Keeping work areas neat and clean reduces the chances of accidents and injuries. Well-organized work areas also increase the ability of employees to perform their job efficiently. Each employee is responsible for keeping his or her work area neat and orderly. Housekeeping inspections will be conducted in each department as required.

It is the responsibility of all IRC employees to maintain a healthy and safe work environment, report any health or safety hazards and follow IRC's health and safety rules. IRC also requires that all occupational illnesses or injuries be reported to the Human Resources Department as soon as reasonably possible and that an occupational illness or injury form be completed on each reported incident.

Failure to follow the IIPP may result in disciplinary action up to and including termination of employment.

#### **12.4 Workplace Violence Prevention Plan**

IRC is committed to our employees' safety and health. We will not tolerate any form of violence or threats of violence in the workplace and will endeavor to prevent violent incidents from occurring and/or addressing such incidents if they should occur. To achieve this goal, IRC has implemented a comprehensive Workplace Violence Prevention Plan (WVPP). The WVPP addresses the hazards known to be associated with the following four types of workplace violence as defined in *Labor Code* § 6401.9:

- a. Type 1 violence means workplace violence or threats of violence committed by a person who has no legitimate business at the workplace and includes violent acts by anyone who enters the workplace or approaches workers with the intent to commit a crime.
- b. Type 2 violence means workplace violence or threats of violence directed at employees by persons coming to the workplace, such as Clients/Consumers and/or their family members, visitors, vendors, etc.
- c. Type 3 violence means workplace violence or threats of violence committed by current or former employees, including management staff.
- d. Type 4 violence means workplace violence or threats of violence committed in the workplace by a person who does not work at IRC but has, or is known to have had, a personal relationship with an employee.

A complete copy of the WVPP is maintained on the Human Resources section of the IRC intranet and in the Human Resources Department and is available for your review.

Any act of workplace violence, threats of violence or other violation of the WVPP by an employee may subject the employee to criminal charges as well as discipline up to and including termination of employment.

IRC will not take any adverse employment action or retaliate against any employee who (1) is a victim or witness of conduct in violation of this policy or (2) who reports a threat of violence based on a reasonable, good faith belief or (3) who cooperates in any investigation pursuant to the WVPP.

## **13.0 DIRECTOR'S COOPERATION AGREEMENT**

### **13.1 One-Time Stipend**

The Executive Director and Directors have unique experience and knowledge that is beneficial to, and may be needed by, IRC after the Executive Director or Director resigns or retires. Therefore, IRC and the Executive Director or Director may enter into a Cooperation Agreement on the following terms and conditions:

- a. An Executive Director who retires or resigns under good standing will receive a one-time stipend equal to 12 months base salary in exchange for signing a Cooperation Agreement with IRC.
- b. A Director who retires or resigns under good standing will receive a one-time stipend equal to 6 months base salary in exchange for signing a Cooperation Agreement with IRC.

### **13.2 Cooperation Agreement**

The Cooperation Agreement shall include, but is not limited to, the following:

- a. The Executive Director/Director agrees to remain available for the first 12 months after their employment with IRC ends for consultation in person or through telephone, text, email, Teams, Zoom or other electronic means.
- b. The Executive Director/Director agrees to aid and assist IRC, and its insurers and attorneys on any issue that arises with which they have first-hand knowledge as a result of their employment with IRC.
- c. The Executive Director/Director agrees to attend meetings in-person or remotely, via Teams or Zoom, to the extent necessary to resolve any such issues.
- d. The Executive Director/Director agrees to attend formal legal proceedings, such as a deposition, mediation, hearing or trial, for the benefit of IRC and to the extent necessary to resolve any such issues.

### **13.3 Restrictions**

The stipend in Section 13.1 above will only be paid to an Executive Director or Director who has successfully completed their introductory period and has signed the Cooperation Agreement. This stipend does not count towards the Director's final CalPERS compensation.

## **14.0 CLOSING STATEMENT**

Thank you for reading our Handbook. We hope it has provided you with an understanding of our mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful company and a safe, productive and pleasant workplace.

Lavinia Johnson  
Executive Director/CEO  
Inland Regional Center

## 15.0 ACKNOWLEDGMENT OF RECEIPT AND REVIEW

By signing below, I acknowledge that I have received a copy of the January 2025 IRC Employee Handbook (Handbook) and that I have read it, understand it, and agree to comply with it. I understand that IRC has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the Handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this Handbook. Changes can only be made if approved in writing by the Executive Director of IRC. I also understand that any delay or failure by IRC to enforce any rule, regulation, or procedure contained in the Handbook does not constitute a waiver on behalf of IRC or affect the right of IRC to enforce such rule, regulation, or procedure in the future.

I understand that neither this Handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by the Executive Director of IRC, I am employed “at-will” (to the extent permitted by law) and this Handbook does not modify my “at-will” employment status.

If I am covered by a written employment agreement signed by the Executive Director of IRC, that conflicts with the terms of this Handbook, I understand that the terms of the employment agreement will control.

This Handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act. This Handbook is not intended to violate any local, state, or federal law. No provision or policy applies or will be enforced if it conflicts with, or is superseded by, any requirement or prohibition contained in federal, state, or local law or regulation. Furthermore, nothing in this Handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to, or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), California Civil Rights Department (CRD), California Labor Commissioner’s Office or any other federal, state or local agency charged with the enforcement of any laws.

This Handbook supersedes any previous Handbook or policy statements, whether written or oral, issued by IRC.

If I have any questions about the content or interpretation of this Handbook, I will contact the Human Resources Department.

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Signature

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Date

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Print Name

INLAND REGIONAL CENTER UPDATE TO SALARY SCHEDULE FOR FY 2024/25

Date of Exec. Committee Approval: N/A

Date of Board Approval: 1/13/2025

All Changes are Effective 1/1/2025 Unless Noted Otherwise

Salary Range	Job Code	Dept	Position	Starting Hourly Rate	Starting Bi-weekly	Starting Monthly	Starting Annual	Ending Hourly Rate	Ending Bi-weekly	Ending Monthly	Ending Annual	Comment
D	232	21	Program Administrator - Fair Hearings & Legal Affairs	\$ 45.4171	\$ 3,633.37	\$ 7,872.30	\$ 94,467.57	\$ 60.8631	\$ 4,869.05	\$ 10,549.60	\$ 126,595.25	New name and Job Code eff. 11/1/2024
H	218	21	PM - Fair Hearings & Legal Affairs	\$ 41.1946	\$ 3,295.57	\$ 7,140.40	\$ 85,684.77	\$ 55.2048	\$ 4,416.38	\$ 9,568.83	\$ 114,825.98	Revised position and moved from Salary Range D to H eff. 11/1/2024
HB	242	25	Nurse Specialist - Medicaid Waiver	\$ 36.0184	\$ 2,881.47	\$ 6,243.19	\$ 74,918.27	\$ 50.6815	\$ 4,054.52	\$ 8,784.79	\$ 105,417.52	Reactivate position and move from Sal. Range K to Sal. Range HB to be competitive; eff. 12/17/2024
Q	528	11	CST 3 - Psychologist	\$ 19.2925	\$ 1,543.40	\$ 3,344.03	\$ 40,128.40	\$ 27.1466	\$ 2,171.73	\$ 4,705.41	\$ 56,464.93	New position effective 1/1/2025

January 6, 2025

To: IRC Board of Trustees  
From: Merissa Steuwer, CFO

Subject: Approval of Workers' Compensation Premium Effective 1/01/2025

Request to approve the 2025-26 workers compensation premium of \$514,710, a decrease of \$52,029 (9%) from 2024-2025 premiums.



Insurance | Risk Management | Consulting

### Premium Summary / Comparison

Line of Business	2024-2025 Expiring Premium	2025-2026 Renewal Premium	% Change
Quality Comp, Inc. CALIFORNIA – Estimated Annual Premium	\$565,928	\$513,845	<b>(9%)</b>
Waiver of Subrogation - Public Health Foundation	\$250	\$250	
Safety National Casualty Corp Out-of-State – Estimated Annual Premium	\$561	\$615	
<b>Total Annual Premium:</b>	<b>\$566,739</b>	<b>\$514,710</b>	



# INLAND REGIONAL CENTER

... valuing independence, inclusion, and empowerment

1365 South Waterman Avenue, San Bernardino, CA 92408

P. O. Box 19037, San Bernardino, CA 92423 Telephone:

(909) 890 – 3000 Fax: (909) 890 – 3001

**RESOLUTION OF THE BOARD OF TRUSTEES  
OF INLAND COUNTIES REGIONAL CENTER, INC.  
FOR AN EXCEPTION TO THE 180 DAY WAITING PERIOD  
REQUIREMENT FOR THE EMPLOYMENT OF  
RETIRED ANNUITANT, RODOLFO FACIO  
(Gov't. Code §§ 7522.56 & 21221)  
Resolution Number: 2025-01-13-RF  
Resolution Date: 01/13/2025**

WHEREAS, in compliance with *Government Code (Gov't Code)* § 7522.56 of the Public Employees' Retirement Law, Inland Counties Regional Center, Inc. (IRC) Board of Trustees, must provide CalPERS with this certification resolution when hiring a retired annuitant before 180 days has passed since their retirement date; and

WHEREAS, Rodolfo Facio, with CalPERS ID 6877409352, retired from IRC in the position of Computer Support Specialist effective January 31, 2024; and

WHEREAS, *Gov't Code* § 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which would be July 31, 2024 without this certification resolution; and

WHEREAS, *Gov't Code* § 7522.56 provides that this exception to the 180-day waiting period shall not apply if the retired annuitant accepts any retirement-related incentive; and

WHEREAS, the IRC Board of Trustees, IRC and Rodolfo Facio certify that Rodolfo Facio has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, an appointment under *Gov't Code* § 21221(h) requires that the retired annuitant is appointed on an interim basis during recruitment for a permanent appointment; and

WHEREAS, the IRC Board of Trustees authorized the search for a permanent appointment on November 29, 2023; and

WHEREAS, the IRC Board of Trustees appointed Rodolfo Facio as an interim appointment of a retired annuitant to the vacant position of Computer Support Specialist for IRC under *Gov't Code* § 21221(h), effective February 1, 2024 through and including December 31, 2024; and

WHEREAS, an appointment under *Gov't Code* § 21221(h) shall only be made once, therefore, the appointment of Rodolfo Facio needs to be extended through and including August 31, 2026; and

WHEREAS, the Employment Agreement between Rodolfo Facio and IRC has been reviewed by this Board and is attached hereto as Exhibit "A"; and



RESOLUTION OF THE BOARD OF TRUSTEES  
OF INLAND COUNTIES REGIONAL CENTER, INC.  
FOR AN EXCEPTION TO THE 180 DAY WAITING PERIOD  
REQUIREMENT FOR THE EMPLOYMENT OF  
RETIRED ANNUITANT, RODOLFO FACIO

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year for all CalPERS employers; and

WHEREAS, the compensation paid to the retired annuitant cannot be less than the minimum, nor exceed the maximum, monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is \$6,206.75 and the hourly equivalent is\$35.8082, and the minimum base salary for this position is \$4,411.02 and the hourly equivalent is\$25.4482; and

WHEREAS, the rate paid to Rodolfo Facio will be \$33.5559 /hr.; and

WHEREAS, Rodolfo Facio has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly rate of pay.

THEREFORE, BE IT RESOLVED that the IRC Board of Trustees hereby certifies the nature of the employment of Rodolfo Facio as described herein and detailed in the Employment Agreement attached as Exhibit "A" and that the extension of this appointment is necessary to fill the critically needed position of Computer Support Specialist for IRC through and including August 31, 2026 because there are no other equivalent positions within IRC that can do the job responsibilities performed by Rodolfo Facio as the Computer Support Specialist and IRC has been unable to find a permanent replacement for the position. The position of Computer Support Specialist is a specialized position; is responsible for monitoring the financial platform of IRC known as Uniform Financial System (UFS); and this is a one- person position at IRC. To not have this position in IRC, even for a day, will cause severe hardship for the financial department and staff of IRC in completing their daily tasks.

Resolution Approved by IRC Board of Trustees with:

- Yes votes: \_\_\_\_\_
- No votes: \_\_\_\_\_
- Abstain: \_\_\_\_\_

Signed by:

\_\_\_\_\_  
Maureen O'Connell, IRC Board Chairman

\_\_\_\_\_  
Alicia Lara, IRC Board Secretary

RESOLUTION OF THE BOARD OF TRUSTEES  
OF INLAND COUNTIES REGIONAL CENTER, INC.  
FOR AN EXCEPTION TO THE 180 DAY WAITING PERIOD  
REQUIREMENT FOR THE EMPLOYMENT OF  
RETIRED ANNUITANT, RODOLFO FACIO

# EXHIBIT “A”

## RODOLFO FACIO EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (“Agreement”) is entered into effective February 1, 2024, by and between Inland Counties Regional Center, Inc. (“IRC”) and Rodolfo Facio (“Employee”), all of whom may be referred to in this Agreement, individually or collectively, as Party or Parties.

### RECITALS

- A. Employee has been employed by IRC in the position of Computer Support Specialist.
- B. Employee retired from IRC effective January 31, 2024.
- C. Until such time as the vacant position of Computer Support Specialist can be filled, IRC and Employee desire to utilize Employee’s unique experience, training and knowledge as a Computer Support Specialist on an interim basis until such time as a permanent replacement can be found for the vacant position of Computer Support Specialist.

### TERMS AND CONDITIONS OF EMPLOYEE’S DUTIES

- 1. **Period of Employment.** Pursuant to Resolution No. 2024-01-08-RF of the IRC Board of Trustees, IRC agreed to employ Employee from February 1, 2024 through and including December 31, 2024, subject to the termination provisions in section 4. Pursuant to Resolution No. 2025-01-13-RF of the IRC Board of Trustees, the term of this contract was extended through August 31, 2026.
- 2. **Duties and Responsibilities.** In order to maintain a continuity of services for IRC, Employee shall continue to perform the functions of Computer Support Specialist consistent with the job description that is attached hereto as Exhibit “B”. Employee shall devote his best efforts to the performance of his duties under this Agreement and shall report directly to the Senior Programmer/Analyst.
- 3. **Compensation.**
  - a. **Hourly Rate/Number of Hours.** Employee will be paid a rate of \$33.6940/hr. Employee will work no more than 960 hours in the fiscal year.
  - b. **Timecard.** Employee shall use IRC’s payroll/time keeping system to complete a time card for each day worked.
  - c. **No Other Benefits or Compensation.** Employee shall not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to the above hourly rate of pay.
  - d. **Expenses/Travel.** Employee shall not incur any travel expense or any other expense or cost in performing any work under this Agreement without the prior written consent of IRC. For any such expenses that are approved, IRC shall reimburse Employee for such expenses in accordance with IRC’s standard expense reimbursement policies.

**4. Termination of Employment.**

- a. By Death.** This Agreement shall terminate automatically upon the death of Employee. IRC shall pay to Employee's beneficiaries or estate, as appropriate, any compensation then due and owing as of the date of death. Thereafter, all obligations of IRC under this Agreement shall cease.
- b. By IRC or Employee.** Either Party may terminate this Agreement at any time and for any reason, with or without cause, by providing the other Party with thirty (30) days advance written notice. IRC shall pay to Employee any compensation then due and owing through and including the date of termination. Thereafter, all obligations of IRC under this Agreement shall cease.

**GENERAL TERMS AND CONDITIONS**

- 5. Inconsistencies.** In the event of any inconsistencies between the policies and procedures of IRC and the provisions of this Agreement, this Agreement shall govern.
- 6. Independent Legal Advice.** Each of the Parties to this Agreement has received independent legal advice from attorneys of their own choice with respect to the advisability of executing this Agreement or had an equal opportunity to do so.
- 7. Non-Reliance.** Except as expressly stated in this Agreement, no Party to this Agreement has relied upon any statement, representation or promise of any other Party in executing this Agreement.
- 8. Arm's Length.** The terms of this Agreement are contractual and not a mere recital. This Agreement is the result of arm's length negotiations between the Parties.
- 9. Consent.** This Agreement has been carefully read by each of the Parties to this Agreement who sign it of their own free will and with full knowledge and understanding of its terms and conditions.
- 10. Authority.** The Parties to this Agreement represent and warrant that each has the power and authority to enter into and perform this Agreement.
- 11. Good Faith.** The Parties to this Agreement agree that they will not do anything that will interfere with the performance of this Agreement by any other Party to the Agreement, or which will adversely affect any of the rights and benefits provided for herein.
- 12. Binding Effect.** This Agreement shall inure to the benefit of and be binding upon each of the Parties; the affiliates, officers, directors, agents, successors and assigns of IRC; and the heirs, devisees, spouses, legal representatives and successors of Employee.
- 13. Integrated Agreement.** This Agreement constitutes a single, integrated, written contract expressing the entire understanding of the Parties. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any Party to this Agreement, except as specifically set forth in this Agreement. All prior discussions and negotiations have been and are merged and integrated into, and are superseded by, this Agreement. No collateral, parallel or side agreements, representations, or warranties have been entered into between the Parties. Any new agreements between the Parties shall be in writing and signed by all Parties.
- 14. Waiver.** A waiver by any Party of any of the terms and conditions of this Agreement shall not be deemed or construed to be a waiver of such term or condition in the future, or of any subsequent breach. Any custom or practice which may grow up between the Parties in the

administration of this Agreement shall not be deemed or construed to waive or lessen the right of either Party to insist upon strict performance in accordance with all of the provisions of this Agreement.

15. **Captions.** The captions of the sections of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation of any provision of this Agreement.
16. **Attorney's Fees/Costs.** The Parties to this Agreement shall each bear their own costs and attorney fees with respect to the preparation and execution of this Agreement. In any action, lawsuit, arbitration or other legal proceeding, whether in law, contract or equity, including any appeal, which is undertaken to enforce or interpret this Agreement or any provision thereof, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs, expert fees and costs, mediation fees and costs, arbitration fees and costs, and statutory costs.
17. **Severability.** In the event that any provision of this Agreement should be held to be void, voidable, or unenforceable, the remaining portions hereof shall remain in full force and effect.
18. **Mutuality of Drafting.** This Agreement, and any ambiguities or uncertainties contained herein, shall be equally and fairly interpreted and applied for the benefit of and/or against each of the Parties hereto, and shall be construed without reference to the identity of the Parties preparing this Agreement, with the express understanding that each of the Parties participated in the negotiations and preparation of this Agreement or had an equal opportunity to do so.
19. **California Law and Venue.** This Agreement shall be construed in accordance with, and be governed by, the laws of the State of California. Any action or proceeding brought to enforce or interpret this Agreement shall be brought in the San Bernardino County Superior Court, Central District.
20. **Notices.** Any notice to IRC required or permitted under this Agreement shall be given in writing to IRC, either by personal delivery or by certified mail with a return receipt, postage prepaid, addressed to the Executive Director of IRC at IRC's principal place of business. Any notice to Employee shall be given in a like manner and, if mailed, shall be addressed to Employee at Employee's address as shown in Employee's personnel file. Employee shall be obligated to notify IRC in writing of any change of address. For the purpose of determining compliance with any time limits in this Agreement, a notice shall be deemed to have been duly given (a) on the date of delivery, if delivered personally on the Party to whom notice is to be given, or (b) on the third business day after mailing, if mailed to the Party to whom the notice is to be given in the manner provided in this section.
21. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute a single, integrated instrument. A faxed, photocopied, or PDF copy of a signature shall have the same force and effect as an original signature.

RESOLUTION OF THE BOARD OF TRUSTEES  
OF INLAND COUNTIES REGIONAL CENTER, INC.  
FOR AN EXCEPTION TO THE 180 DAY WAITING PERIOD  
REQUIREMENT FOR THE EMPLOYMENT OF  
RETIRED ANNUITANT, RODOLFO FACIO

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

Inland Counties Regional Center, Inc.

Date: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
Lavinia Johnson, Exec. Dir.

Employee

Date: \_\_\_\_\_, 2025

By: \_\_\_\_\_  
Rodolfo Facio