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# **West Cities Police Communications Center**



## **Personnel Rules & Regulations**

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**WEST-COMM JPA**  
**PERSONNEL RULES AND REGULATIONS**

**CHAPTER 1.**  
**GENERAL**

**SECTION 1.01 ADOPTION OF RULES AND REGULATIONS**

Whereas, the Administrative Oversight Staff of the WEST-COMM Joint Powers Authority (WEST-COMM JPA) is authorized and directed under the provisions of the JPA Agreement dated 12/23/96 to adopt and, from time to time, to amend JPA Rules and Regulations for the administration of the personnel system; therefore, the following Rules and Regulations have been approved by the Administrative Oversight Staff, on July 12, 2005. These Rules and Regulations shall become effective July 12, 2005.

In accordance with Section 13.01 - Amendments to the Personnel Rules and Regulations, the following JPA Rules and Regulations include revisions implemented on November 1, 2008.

**SECTION 1.02 GOVERNANCE OF THE JPA**

In accordance with the established framework of the JPA, Board of Directors, Administrative Oversight Staff, Technical Operations Committee, and the Dispatch Administrator, have authority delegated by the JPA as follows:

**A. Board of Directors**

The powers of the Board of Directors shall include decisions to acquire, hold, lease, or dispose of real property, to incur debt not included in the annual operating budget, to amend the JPA agreement, and to provide communications services to non-Party entities, public or private.

**B. Administrative Oversight Staff**

The Administrative Oversight Staff shall manage the operations, recommend policy, exercise appropriate management powers, and appoint the Dispatch Administrator.

**C. Technical Operations Committee**

The Technical Operations Committee shall oversee the Dispatch Administrator's day to day operations of the JPA, and shall make recommendations to the Administrative Oversight Staff whenever directed regarding the Administrative Oversight Staff's duties.

**D. Dispatch Administrator**

The Dispatch Administrator (hereinafter called "Administrator"), as appointing power, shall be responsible for the day to day operations of the JPA, and shall be custodian of the property and records of the Authority. Unless otherwise provided in these rules and regulations, the Administrator is authorized to act on behalf of the Administrative Oversight Staff and Technical Operations Committee in all matters of personnel administration, given the positions and funding by the Board of Directors in the Authority's annual Budget. This includes, but is not limited to, hiring, supervisory direction, performance evaluations, disciplinary actions, and terminations.

**E. Personnel Officer**

The Administrator, who is also the Personnel Officer, may work with the Personnel Office of a designated City to administer the Classification and Salary Plan; prepare an individual employment folder for each employee containing all papers and records pertinent to an employee's work history; implement the examination programs and such other aspects of the overall personnel program as he/she deems necessary.

**SECTION 1.03 PURPOSE**

The objective of these Rules and Regulations is to facilitate efficient effective and economical services to the public and to provide for fair and equitable systems of personnel management in the municipal service. These Rules set forth in detail those procedures which insure similar treatment for applicants and employees, and define the obligations, rights, privileges, benefits and prohibitions which are placed upon all employees in the JPA competitive service.

**SECTION 1.04 PERSONNEL POLICY**

It is hereby declared the Personnel Policy of the JPA that:

1. Employment and promotion in the JPA competitive service shall be based on merit and fitness, free of personal and political consideration, and in no way shall be affected or influenced by race, religion, creed, sex, color, national origin, ancestry, age, disability, marital status, sexual orientation or gender identity.
2. Employees covered by these Rules shall be subject to standards of acceptable behavior and satisfactory work performance, the necessity for the performance of work and the availability of funds.
3. The Administrator may create Rules and Regulations more specific to the JPA's operation. None of the Administrator's Rules, Regulations, or Directives shall conflict with or supersede any provisions of the Personnel Rules and Regulations, and in the event of any conflict, the same shall be resolved in favor of these Rules and Regulations.
4. In accepting employment with the JPA, each employee agrees to be governed by and to comply with these Rules and Regulations, administrative rules and procedures established by the Administrator pursuant thereto, and rules, regulations and directives of the JPA in which he/she is employed.
5. If the terms of a Memorandum of Understanding between the JPA and a recognized employee organization differ from the terms of these Rules and Regulations, the terms of the Memorandum of Understanding shall prevail.

**SECTION 1.05 EXCEPTIONS TO THE APPLICATION OF THE RULES AND REGULATION**

The Rules and Regulations, to the extent provided therein, shall apply to all offices, positions and employments in the service of the JPA, except the following:

1. Elective officers;
2. Members of appointed boards, commissions and committees;

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3. Persons engaged under contract to supply expert, professional and technical services;
4. Volunteer personnel;
5. Dispatch Administrator;
6. General Counsel;
7. Administrative Oversight Staff;
8. Persons whose appointments to positions are temporary, emergency or provisional;
9. Technical Operations Committee.

The Dispatch Administrator may, by written administrative policy, apply the provision or provisions of these Rules and Regulations to any person or position exempted from these Rules and Regulations.



**CHAPTER 2.**  
**DEFINITION OF TERMS**

**SECTION 2.01**    **DEFINITIONS**

The following terms, whenever used in these Rules and Regulations, shall be defined as follows:

- Administrative Oversight Staff is composed of the City Managers from the member cities in the JPA.
- Administrator shall mean the Dispatch Administrator, and shall be an employed professional who administers the operation of the JPA and who is directly responsible to the Administrative Oversight Staff, with day to day oversight, direction, and assistance from the Technical Operations Committee..
- Advancement shall mean a salary increase within the limits of the pay range established for a class.
- Allocation shall mean the official assignment of an individual position to its appropriate class in accordance with the duties performed and the authority and responsibilities exercised.
- Appeal Procedure shall mean the right of an employee to appeal for a hearing as a result of disciplinary action taken against him/her.
- Applicant shall mean a person who has filed an application for employment with the JPA.
- Appointing Power shall be the Administrator who shall have the authority to make appointments for the position to be filled, as well as to remove employees from the JPA competitive service.
- Board of Directors shall mean the Board of Directors of the JPA and is made up of elected officials from each member city.
- Candidate shall mean an applicant who is participating in an examination.
- City shall mean the City of Cypress, City of Los Alamitos, and/or the City of Seal Beach, individually or collectively, depending on the issue.
- City Council shall mean the City Council of the City of Cypress, City of Los Alamitos, and/or the City of Seal Beach, individually or collectively, depending on the issue.
- Class shall mean a group of positions sufficiently similar in duties, authority, responsibility and work conditions to permit grouping under the common title and the equitable application to said group of common standards of selection, transfer, promotion, and salary.
- Classification Plan shall mean maintenance of class specifications of positions in the competitive service of the JPA.
- Compensation shall mean the salary, wage, allowance, and all other forms of valuable consideration earned by or paid to any employee in remuneration for services in any JPA position.

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- Competitive Service shall mean all non-exempt, probationary, and regular positions to which these Rules and Regulations apply. Those employees excluded by Section 1.05 are not part of the competitive service.
- Demotion shall mean a change in status of an employee from a position in one class to a position in a lower class having lesser duties, responsibilities, lower qualifications and a lower range of compensation.
- Designated City shall mean the Member City that is performing a certain task or function, such as acting as personnel office, performing payroll services, etc as determined by the Board of Directors/ Administrative Oversight Staff.
- Discharge shall mean termination from employment for disciplinary cause.
- Disciplinary Action shall mean to take action against an employee for cause and may include discharge, demotion, suspension, reduction in pay, written reprimand or a combination of the aforementioned actions.
- Eligible shall mean a candidate whose name appears on an employment list.
- Employment List shall mean the report of candidates who have been deemed qualified, through an appropriate recruitment and selection process as designated by the Personnel Officer, for employment in a specific position or classification in the competitive service.
- Employee Evaluation Ratings shall have reference to an evaluation of the quality and quantity of work performed and other characteristics which shall be considered in rating and reporting the ability, performance, effectiveness, efficiency of the respective employee and his/her value to the JPA service.
- Immediate Family shall include the employee's spouse, registered domestic partner, children, mother, father, mother-in-law, father-in-law, brother, sister, grandparents and grandchildren.
- JPA is a Joint Powers Authority and for the purposes of this document, shall mean the WEST-COMM JPA, which provides police dispatch services to the member cities.
- Management Employee shall mean specific appointed officials of the JPA who are designated as key personnel to JPA operation and are exempt under the provisions of these Rules and Regulations and exempt as it relates to FLSA overtime rules.
- Open Competitive Recruitment and Selection Process and Closed Promotional Recruitment and Selection Process shall include appropriate procedures and examinations, either assembled or unassembled, in which one or more applicants are in competition either with each other or against a criteria, established by the Personnel Officer, as a minimum acceptable standard which applicants and/or candidates must possess in order to competently perform duties of the position. The difference between the two recruitments are:
  - (a) Open Competitive Recruitment and Selection Process shall mean that a recruitment is open to all qualified persons, including JPA employees; and,
  - (b) Closed Promotional Recruitment and Selection Process shall mean that a recruitment is closed to external applicants and applicable to qualified JPA

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employees only and the position is in a higher class with a higher rate of pay and more responsible duties.

- Open Until Filled shall mean that applications for employment to fill a specific position will be accepted up to the time that the candidate appointment(s) is (are) completed for an appropriate recruitment and selection process as scheduled, determined, and advertised by the designated Personnel Office.
- Oral Board shall mean an interviewing and evaluating board composed of a person or persons knowledgeable in a field of work compatible to the position being examined in a selection process.
- Pay Status shall mean the status of an employee during any given period in which he/she is at work, on vacation, sick leave, injury leave as the result of an industrial accident, leave of absence with pay, military leave, jury duty or any other approved leave of absence with pay.
- Personnel shall mean all persons employed with the operations of the JPA.
- Policy shall mean a settled course of action or direction established by the JPA or an appropriate authority.
- Personnel Resolution shall refer to the WEST-COMM JPA Personnel Resolution No. 08-04, as may be amended from time to time, creating the personnel system of the JPA.
- Personnel Office shall mean the Personnel Office at the designated City.
- Personnel Officer shall mean the Dispatch Administrator of the JPA.
- Position shall mean the combination of duties and responsibilities legally assigned to an employee and performed on either a full or part-time basis.
- Probationary Period shall mean a working test period during which an employee is required to demonstrate his/her fitness for the duties of the position to which he/she is appointed by actual performance of those duties.
- Promotion shall mean the change in employee status to a position in a higher class with a higher rate of pay and more responsible duties.
- Reclassification shall mean the reassignment of a position by raising it to a higher class, reducing it to a lower class, or moving it to another class of the same level on the basis of significant changes in the kind or difficulty of duties and responsibilities in such position.
- Regular Employee shall mean an employee in the competitive service who has successfully passed the probationary period.
- Reinstatement shall mean the re-employment of a former regular employee without examination, if within two years following said individual's resignation in "good standing", or layoff due to lack of work or inadequate funds. Such action may be approved by the Administrator.
- Resignation shall mean the separation of an employee from the competitive service which is voluntary and conclusive on his/her own accord.

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- Salary Schedule shall mean a set of basic salary rates established for specific classes of positions in the JPA employment. Salary rates are designated in hourly, monthly and annually computations, each having a specific salary range number.
- Salary Range shall mean a schedule of salaries within specified minimum and maximum amounts.
- Shall and May as used in these Rules and Regulations and have the following meanings: Shall is mandatory and May is permissive.
- Suspension shall mean the temporary separation of an employee from his/her position with the JPA, with or without pay, for reasons of pending disciplinary action, or cause and for a definite period of time pursuant to these Rules.
- Technical Operations Committee is composed of the Police Chiefs from the member cities in the JPA.
- Termination shall mean the separation of an employee from his/her position with the JPA. Termination may be for such reasons as: death, discharge, resignation, retirement, conclusion of temporary work, and/or lack of work or funds.
- Transfer shall mean a change of an employee from one position to another position in the same class or another class having the same minimum and maximum salary limits, involving the performance of similar duties and required substantially the same basic qualifications.
- Work Day shall mean a designated portion of a twenty-four hour period as determined administratively and without regard to the calendar day. For the purpose of computing benefits (i.e. sick leave, vacation, holidays, etc.), the standard work day shall be interpreted as eight (8) hours unless provided differently in other authorized documents. For the purpose of filing deadlines for the discipline procedure and grievance procedure, working days mean Monday through Friday, excluding legal holidays recognized by the JPA.
- Work Week shall mean a designated number of hours during a seven (7) day period as determined administratively and without regard to the calendar week. For purposes of computing benefits (i.e. sick leave, vacation, holidays, etc), the standard work week shall be interpreted as forty (40) hours and overtime shall be considered after 40 hours of work and city paid leave, excluding bereavement and sick leave.
- Written Reprimand shall mean a written notice to an employee, with a copy for his/her personnel file, informing him/her of an action on his/her part which is cause for disciplinary action.
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**CHAPTER 3.**  
**CLASSIFICATION PLAN**

**SECTION 3.01**    **PREPARATION AND ADOPTION**

The Personnel Officer shall prepare and maintain the Classification Plan. The Classification Plan shall consist of those classes of positions in the JPA service as approved by the Board of Directors in adopting, amending, or revising the Plan.

**SECTION 3.02**    **CLASS TITLES**

The class title shall be the official designation of individual positions sufficiently similar to be grouped together as a class. Class titles shall be utilized in all official records when necessary to identify the position an employee occupies.

**SECTION 3.03**    **CLASS SPECIFICATIONS**

A class specification shall be a written record providing the title and definition of a class, a listing of illustrative examples of the duties to be performed, and the qualifications necessary for consideration for appointment. Qualifications may be stated as minimum or as desirable and shall be revised as the need arises. A class specification may include other pertinent information as deemed necessary by the Personnel Officer. Class specifications shall be descriptive and are not to be interpreted as restrictive.

**SECTION 3.04**    **CLASSIFICATION OF POSITIONS**

All positions in the JPA service shall be reviewed and assigned to a class. A class may include a single position or a grouping of positions which are sufficiently similar in duties, functions and responsibilities so as to be identified by the same class title, use the same class specification and be equitably assigned to the same salary range.

**SECTION 3.05**    **POSITION CLASSIFICATION PLAN**

The Personnel Officer shall have the right to initiate and conduct studies of any position in the competitive service to determine such position's proper classification. Said right shall include access to JPA records considered pertinent to such study, consultation with employees and/or supervisors regarding duties, functions and responsibilities of the position, and the collection of such other information believed necessary for making a decision.

**SECTION 3.06**    **NON-DISCRIMINATION CLASSIFICATION POLICY**

Classification in the service of the JPA shall be based on merit and fitness, free of personal and political consideration and it shall in no way be affected or influenced by race, religious creed, sex, color, national origin, ancestry, age, disability, marital status, sexual orientation or gender identity.

**CHAPTER 4.**  
**APPLICATIONS, APPLICANTS, AND EMPLOYMENT**

**SECTION 4.01    APPLICATION**

All candidates for employment shall file a completed application form with the JPA at the designated City's Personnel Office. The form and content of such form shall be prescribed by said Personnel Office.

**SECTION 4.02    SELECTION PROCESS**

The selection procedure may consist of such recognized techniques as interviewing, achievement tests, aptitudes tests, evaluation of work performance, work samples, physical agility tests, other written tests, review and investigation of personal background and references, medical examinations, psychological examination, or any combination thereof, and in no way shall be affected or influenced by race, religion, creed, sex, color, national origin, ancestry, age, disability, marital status, sexual orientation or gender identity.

Selection techniques shall be impartial and shall relate to those areas which, in the opinion of the Personnel Officer, will adequately and fairly indicate that relative ability and quality of candidates under consideration to execute the duties and responsibilities of the position to which they seek to be appointed.

Upon completion of the selection process, the Administrator may make appointments from those candidates who, on the basis of their performance in the selection process, appear most qualified for the position under consideration and notify the Personnel Office immediately of the appointment. The appointment shall become effective when the selected applicant has signed all official papers required by the JPA and the designated city's Personnel Office, and those papers bear the appropriate signatures confirming the appointment.

Prior to the appointment of any person to a position with the JPA, the Personnel Officer shall have a background investigation conducted.

**SECTION 4.03    DISQUALIFICATION**

The Personnel Officer may reject any application which indicates on its face that the applicant does not possess the qualifications necessary for the position and/or that appointment of such applicant would be deemed contrary to the best interests of the JPA. Reasons for disqualifications may include, but shall not be limited to, the following deficiencies:

1.     Physical or mental disability so as to render the applicant unfit to perform the duties of the position, with or without reasonable accommodation.
2.     Lacking in any of the established requirements for the position.
3.     Except as otherwise provided herein, conviction (including pleas of guilty and nolo contendere) of a felony or a misdemeanor shall be prima facie disqualification of an applicant for employment by the JPA; provided, however, that the Personnel Officer may disregard such convictions if it is found and determined by such Personnel Officer that mitigating circumstances exist. In making such determination, the Personnel Officer shall consider the following factors:

- (a) The classification, including its sensitivity, to which the person is applying or being certified and whether the classification is unrelated to the conviction;
  - (b) The nature and seriousness of the offense;
  - (c) The circumstances surrounding the conviction;
  - (d) The length of time elapsed since the conviction;
  - (e) The age of the person at the time of the conviction;
  - (f) The presence or absence of rehabilitation or efforts at rehabilitation;
  - (g) Contributing social or environmental conditions.
- 4. Deception, fraud, or incompleteness in completion of the application.
  - 5. Request by applicant to remove his/her name from consideration.
  - 6. Failure to reply within a reasonable time, as specified by the Personnel Officer, to communications concerning availability for employment.

Whenever an application is rejected, notice of such rejection, with statement of reason, shall be mailed to the applicant by the Personnel Officer.

**SECTION 4.04 EXAMINATIONS**

**A. Administration of Examinations**

The Personnel Office of the designated City shall be responsible for preparation and administration of all examinations for JPA positions. The Personnel Officer may designate any qualified employee of the designated City to provide the service. The City may contract with any competent agency or individual(s) to conduct and score the examinations.

**B. Nature and Type of Examinations**

The type of examination shall be decided by the Personnel Officer and will comply with provisions in Section 4.02. The examination may be assembled, unassembled, written, oral, or by demonstration, evaluation of education, experience, skills or any test of manual skills or physical fitness which fairly evaluates the relative capacities of the candidate.

**C. Oral Board Examinations**

The oral board examination may be given for the purpose of judging and rating each candidate to ascertain whether or not and to what degree his/her qualifications and personal fitness meet those required by the position for which he/she is being considered. Each candidate must have met the minimum requirements with regard to training and experience and, if necessary, have passed a written examination designed to test the knowledge and aptitudes required for the job. (Written test scores shall not be available to interviewers.) The oral board shall include a person or persons who are experienced in the field of work being considered or in the selection technique. Each interviewer is to make an independent rating of the candidate. Names of persons serving on the oral board shall not be given out in advance of the oral interview. The JPA's approach to the personal interview is that the candidate is there to provide the oral board with the information it needs to confidently place his/her name on the employment list.

**D. Closed Promotional Examinations**

Closed promotional examinations shall be those competitive examinations in which only current employees of the JPA, who are appointed to a position and who meet the requirements set forth in the examination announcement, shall be allowed to compete. It shall be the determination of the Personnel Officer as to when a promotional examination will be conducted. Promotional examinations will be subject to the provisions of section 4.02.

**E. Open Competitive Exams**

Open competitive examinations shall be those examinations in which any individual meeting the requirements as outlined in the employment opportunity announcement will be allowed to compete in. Open examinations shall be required for all positions in the competitive service, excepting those designated by the Personnel Officer. Open competitive examinations for entry level classes may be a competition among candidates or the competition of a candidate or candidates against a standard established by the Personnel Officer.

**F. Employment Opportunity Announcement**

The Personnel Officer shall have prepared an employment opportunity announcement for each position opening scheduled for examination. Said announcement shall be posted in the Civic Center of the member cities and mailed to surrounding cities' civic centers. Such announcements shall be available upon request to the Personnel Officer, and further distribution of announcements shall be determined by the Personnel Officer. The employment opportunity announcement shall be of general nature and content to adequately inform prospective applicants of the typical duties of the class being examined for; the qualification requirements; the examining process or listing of examination parts; the dates, time, place, and manner of making application; salary range for class; final filing date and tentative examination date.

**SECTION 4.05 RATING EXAMINATIONS AND QUALIFYING SCORES**

The minimum rating for which eligibility may be achieved on an examination or any part of an examination will be established by the Personnel Officer. A candidate's final rating in a given examination shall be the score or combination of his/her scores attained on each competitive part of the examination, as prescribed in the examination announcement. Failure in one part of the examination may be grounds for declaring an applicant's failure or his/her disqualification from competing in subsequent parts of the examination. The Personnel Officer may specify, as parts of an examination, tests which are qualifying only.

**SECTION 4.06 NOTIFICATION OF EXAMINATION RESULTS**

Each candidate in an examination shall be given notice of passing or failure and, if successful, his/her score. An employee shall have the right to inspect his/her own examination papers within thirty (30) days after the notices of examination results are mailed.

**SECTION 4.07 ESTABLISHMENT OF EMPLOYMENT LIST**

After completion of an examination, the Personnel Office shall prepare and make available an employment list consisting of the names of candidates who qualified in the examination. Said list shall be certified by the Personnel Officer. The employment list shall then be submitted to the Administrative Oversight Staff for information and receipt. Upon certification by the Personnel Officer the list shall become effective for a period of six (6) months unless exhausted sooner, and may be



extended prior to the expiration date by the Personnel Officer for an additional six month period, but shall not remain in effect for more than one year.

**SECTION 4.08 KINDS OF EMPLOYMENT LISTS**

Employment lists shall be of three kinds:

1. Open competitive lists: consisting of candidates who have qualified through an open competitive recruitment and selection process and from which appointments shall be made.
2. Closed Promotional employment lists: consisting of employee candidates who have qualified through closed promotional recruitment and selection process and from which appointments shall be made.
3. Reemployment lists: consisting of employees who have been laid off. Such employees shall be placed on appropriate re-employment lists in the order of their competency, from highest to lowest, and will remain on such list for a period of two years, unless such persons are reemployed sooner.

**SECTION 4.09 REMOVAL OF NAMES FROM EMPLOYMENT LISTS**

The Personnel Officer may remove the name(s) of any eligible candidate from an employment list for any of the following reasons:

1. Upon written notice from an eligible candidate requesting removal of his/her name.
2. Upon notice from an eligible candidate declining appointment.
3. If an eligible candidate fails to respond to a notice of consideration for employment mailed to his/her last known address, or if other reasonable attempts have been made to contact the candidate with no response.
4. If a report of a background investigation is unsatisfactory.
5. Upon the recommendation of the Administrator after the eligible candidate has been considered for employment and his/her employment would not be in the best interest of the JPA, or as may apply to section 4.03 Disqualification.
6. If less than three (3) eligible applicants remain on the employment list, the Administrator may request that the employment list be canceled and a new employment list established
7. If the list becomes exhausted due to the expiration of time (including any extensions of the list).

The eligible candidate affected shall be notified of the removal of his/her name by a notice mailed to his/her last known address, unless the removal is based on exhaustion of the list (#7). The names of eligible candidates on a closed promotional list who resign from the JPA service shall automatically be dropped from such list.

**SECTION 4.10 METHOD OF FILLING VACANCIES**

All vacancies in the competitive service shall be filled by reemployment, reinstatement, transfer, demotion, promotion, or appointment from established employment lists certified by the Personnel Officer.

To meet the immediate requirements of an emergency condition, such as extraordinary fire, flood or earthquake, which threatens public life or property, any legally competent officer or employee may employ such persons as may be needed for the duration of the emergency without regard to the personnel ordinances or rules affecting appointments. As soon as possible, such appointments shall be reported to the Personnel Officer.

**SECTION 4.11 TYPES OF APPOINTMENT**

Employment in the JPA service is divided into the following categories:

1. Regular full time: shall be the appointment of a person who works a minimum of forty (40) hours per week on a continuing and regularly scheduled basis, who has passed the probationary period. Positions in this category are fully eligible for certain JPA benefits including the Public Employee's Retirement System (PERS) as defined by current law and contract.
2. Regular part-time: shall be the appointment of a person who works less than forty (40) hours but more than nineteen (19) hours per week on a continuing and regularly scheduled basis, who has passed the probationary period. Positions in this category are eligible for certain JPA benefits on an accrued basis given the number of hours worked, and are eligible to participate in PERS as defined by current law and contract.
3. Probationary: shall be the appointment in which the employee must serve a probationary period of certain designated time span to demonstrate fitness for the position. Probationary employees are at-will and can be terminated at any time, with or without cause or prior notice, and without right of appeal or grievance under these Rules and Regulations or otherwise.
4. Provisional: shall be the appointment of a person with the minimum requirements for the position in the class, in the absence of a current employment list. Such appointments shall be for a limited period of time not to exceed six (6) months or until an employment list is established, whichever is shorter.
5. Emergency: shall be the appointment of a person to a position to meet the immediate needs of an emergency condition such as a major fire, flood, earthquake, or crime which threatens life or property.
6. Temporary: shall be the appointment of a person to any of the following positions:
  - A. A seasonal work position;
  - B. A temporary position appointed for a period of less than one (1) year;
  - C. A temporary appointment may be extended beyond one (1) year, given the approval of the Dispatch Administrator or his/her designee. A temporary position will not change to another status by working beyond the period originally expected, designated or extended;

- D. A position in any of the following classifications shall be considered temporary regardless of the length of employment:
  - Administrative Intern
  - Part-Time (per diem) Dispatcher
- E. Any of the above positions may be designated as a regular position by the Dispatch Administrator with the approval of the Administrative Oversight Staff. The Dispatch Administrator shall have the authority to add or delete classifications from this list.
- F. Any of the above positions may be eligible to participate in the Public Employees' Retirement System (PERS) upon the completion of 1,000 work hours in a fiscal year as defined under current law and by the JPA's PERS contract, except as noted in "G" below;
- G. The following temporary job classifications are exempt from participation in PERS regardless of the number of hours worked in a temporary status:
  - Administrative Intern

Employees whose appointments are temporary, provisional or emergency shall not be covered by the JPA's health, life, dental or retirement programs, except as required by the JPA's Public Employees' Retirement System (PERS) contract. Temporary, provisional or emergency employees do not accrue vacation, sick leave, or other leave benefits.

Probationary, temporary, provisional or emergency employees shall not have any express or implied rights of employment and can be terminated at any time, without cause or prior notice and have no right of appeal.

**SECTION 4.12 EMPLOYMENT OF RELATIVES**

It is the JPA's policy to recruit employees on the basis of open or promotional recruitments. Selection is based upon the qualifications of each candidate. Regardless of the intentions, the selection and appointment of an individual who is related to, or is a former spouse of a supervisor, a manager, or other JPA official, creates an appearance of favoritism and/or a conflict of interest. Similarly, the marriage or cohabitation of two JPA employees, one of which reports to the other, may create an appearance of favoritism or a conflict of interest. It is the intention of this Section to promote sound public policy to prevent such conflicts. For purposes of this Section only, the term "member of immediate family" shall also include employees or potential employees previously related by marriage.

Members of the immediate family of JPA employees, City Council Members, or other JPA officials are not eligible for JPA positions where a potential conflict of interest or the potential for creating an adverse impact on supervision, safety, security or morale exists; providing that this section shall not be interpreted to prevent the promotion of an otherwise qualified JPA employee.

If two employees marry, cohabit or establish a similar type of relationship, the Administrator or designee thereof, will review the working relationship of the two employees and determine if the relationship creates a potential conflict of interest or an adverse impact on supervision, safety, security, or morale. If the Administrator, or a designee thereof, determines that the relationship creates a potential conflict of interest, or an adverse impact on supervision, safety, security, or morale, the affected JPA employees will be given thirty (30) calendar days to decide amongst themselves which one will be laid off. If neither employee elects to be laid off, the employee with the least seniority will be laid off, provided that provisions of this Article shall supersede any conflicting provisions of the Layoff Procedures. The affected employee may request a review of such a decision under the grievance procedures of the Personnel Rules. The Administrator, or designee thereof, shall determine a reasonable time after the decision to lay off the least senior employee has been made for the lay off to become effective.

**SECTION 4.13 CONTINUED EMPLOYMENT**

Continued employment of non-exempt and regular employees with the JPA shall be subject to satisfactory work performance, necessity for the performance of work and the availability of funds.

Each employee shall have his/her performance evaluated annually by his/her Supervisor or at more frequent intervals as deemed necessary by the Supervisor. Such evaluations shall be reported on a performance evaluation form as prescribed by the Personnel Officer. The original is to be placed in the employee's personnel file, and a copy will be given to the employee.

This Section shall not modify the at-will status of employees designated as such elsewhere in these Rules and Regulations.

**SECTION 4.14 LAYOFF POLICY**

Whenever there shall be need for layoffs, employees with the class(es) of position(s) involved shall be terminated in the following order: emergency, temporary, non-PERS hourly, PERS hourly, probationary, regular.

The order of layoff of regular employees shall be based upon the recommendation of the Administrator. The Administrator shall take into consideration such things as seniority and job performance.

Regular employees subsequently laid off, shall be given ten (10) working days notice and written notice of the reasons for such action. Regular employees in good standing (those deemed to have produced satisfactory service) shall be placed on appropriate lists and will have precedence for employment over persons whose names appear on employment lists for the same class of positions.

Any employee may be terminated by the Administrator when deemed necessary or convenient as a result of substantial changes in duties or organization, abolition of position, shortages of work or funds, or completion of work for which employment was made. Such termination shall not be subject to appeal or grievance.

**SECTION 4.15 REINSTATEMENT**

Regular employees who have been laid off shall be entitled to reinstatement to positions in the same class where such positions are to be refilled during the period of their eligibility on the layoff employment list. Any employees so reinstated shall retain all benefits accrued in prior service with the JPA. During such layoff, no benefits shall accrue and his/her anniversary date shall be adjusted, if such layoff time exceeds thirty (30) consecutive days.

Any regular employee who has resigned from the JPA service in good standing may, upon his/her written request and approval of the appointing power, be considered for reinstatement to a position in the same or similar class in the competitive service within two (2) years of such termination.

Such reinstatement may be made without benefit of additional examination, and may take precedence over employment lists; but in no way shall it be mandatory for any appointing power to reappoint a former employee should he/she desire not to do so. Appointment shall otherwise be made in the same manner as for original appointment.

Upon reinstatement, any employee so appointed shall be considered a new appointee under the terms and conditions established by the Administrator.

**SECTION 4.16 PROMOTION**

Insofar as practicable and consistent with the best interests of the service, and except as provided hereinafter, vacancies in the competitive service shall be filled by promotion from within the competitive service, after a promotional examination has been given and a promotional list established. To be eligible to compete in a promotional examination, an employee must have JPA experience in a lower classification in the same occupational field, performing work that is sufficiently preparatory for the work of the promotional classification. The Administrator shall determine the appropriate positions from which employees may be drawn to compete in a promotional examination.

If, in the opinion of the Administrator, a vacancy in the position could be filled better by an open competitive examination instead of a closed, promotional examination, then the Administrator may call for applications for the vacancy and arrange for an open, competitive examination and for the preparation and certification of an employment list. Regular employees who meet the requirements of the position will be considered eligible to compete in the open competitive examination. Promotion shall be accomplished insofar as practicable and consistent with the best interests of the service.

**SECTION 4.17 DEMOTION**

The Administrator may demote an employee for any of the following reasons or conditions:

1. For disciplinary reasons set forth in Chapter 8.01 of these Rules and Regulations.
2. When the need for a position which an employee fills no longer exists.
3. When an employee requests such demotion and has the consent of the Administrator.
4. For any other reasonable grounds as approved by the Administrator.

No employee shall be demoted to a classification for which he/she does not possess the minimum qualifications. Written notice shall be given to an employee at least three (3) working days before the effective date of the demotion and complete information regarding such change shall be reported to the Administrative Oversight Staff.

**SECTION 4.18 TEMPORARY ASSIGNMENT & APPOINTMENT**

In special circumstances, when in the best interest of the JPA, the Administrator may approve a temporary assignment of a regular employee to a higher level classification.

The JPA may work employees in a temporary assignment for up to eighty (80) consecutive working hours without additional compensation.

Temporary assignments shall not be compensated at increased compensation where the temporary assignment is a replacement of an employee on vacation leave.

An employee shall receive temporary assignment pay at the "A" or beginning Step of the higher classification, but shall receive not less than approximately 5% (e.g., this equals 4.5% or higher) above the employee's regular salary, for work performed within the scope and responsibilities of the

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higher classification on the eighty first (81<sup>st</sup>) consecutive hour out of class, and for each consecutive day thereafter an employee works out of class.

During the eighty (80) consecutive working hours eligibility period before an employee is entitled to receive temporary assignment pay, an employee may only be absent from work for two (2) working days. Any absence in excess of two (2) working days shall break consecutiveness and cause an employee to be ineligible to receive temporary assignment pay. Should an employee be absent in excess of two (2) working days, a new eighty (80) consecutive hour eligibility period shall begin the day after the employee returns to work.

A temporary assignment shall not exceed one (1) year.

### **SECTION 4.19 SPECIALTY ASSIGNMENTS**

Employees given the assignment of Communications Training Officer, Communications Officer In Charge or Tactical Dispatcher serve in said assignment at the will and pleasure of the Dispatch Administrator. Such employees may be removed from a specialty assignment at any time, with or without cause or prior notice, and without right of appeal or grievance under these Rules and Regulations or otherwise.

At the discretion of the Dispatch Administrator, other specialty assignments may be created and are subject to the above provisions.

### **SECTION 4.20 LATERAL ENTRY**

If, in the opinion of the appointing power, a vacancy could best be filled by recruitment of an experienced employee in lieu of an open competitive examination, the appointing power may then request the Personnel Office to advertise for such applicants. All such applicants shall be required to pass appropriate examinations administered and conducted by the Personnel Officer. All applicants must meet all qualifications pertaining to the applicable West-Comm class specification for the position desired.

Except as otherwise provided, experienced employees hired as lateral entry shall be subject to the same rules and regulations as employees with no prior experience.

Upon meeting all above requirements, candidates may be appointed to a position at any authorized step within the salary range established for said position, subject to the approval of the Dispatch Administrator.

### **SECTION 4.21 PERTINENT DOCUMENTS OR EVIDENCE**

Each person appointed to any class of work in the JPA service may be required to provide and/or sign certain necessary documents, including, but not limited to loyalty oath, birth certificate, fingerprints, driver's license, high school diploma, educational transcripts, military discharge papers, and medical records.

**CHAPTER 5.**  
**COMPENSATION, HOURS AND LEAVE TIME**

**SECTION 5.01    PREPARATION OF PAY PLAN**

The Personnel Officer, or such other person(s) or agency selected for that purpose, shall prepare a Pay Plan showing each class of position's minimum and maximum salary rates, and such intermediate rates as deemed desirable.

**SECTION 5.02    ADOPTION OF PAY PLAN**

The Personnel Officer shall submit to the Technical Oversight Committee a proposed Pay Plan for its consideration and recommendation to the Administrative Oversight Staff. After consideration and adoption by the Administrative Oversight Staff, such modification(s) as deemed necessary shall result in amendments to the salary schedule, as approved by the Administrative Oversight Staff.

**SECTION 5.03    PAY ADMINISTRATION**

**A.    Administrator**

The Administrator shall administer the Pay Plan for all JPA employees.

**B.    General Rule**

All new employees appointed to a position in the competitive service shall be paid a salary or wage within the established range for that position's class. The initial employment shall generally be at the minimum rate for the class. However, the Administrator may, when the circumstances warrant it, appoint at other than the minimum step.

**C.    Anniversary Dates**

Anniversary dates shall be established as follows:

1.    Employees appointed, promoted or reinstated on or between the first and the fifteenth day of the month inclusive shall, for the purpose of eligibility for consideration of future compensation increases, have the first day of that same month as their anniversary date.
2.    Employees appointed, promoted, or reinstated on or between the sixteenth and the last day of the month inclusive, shall for the purpose of eligibility for consideration of future compensation increases, have the first day of that month immediately following as their anniversary date.
3.    Anniversary dates shall change upon promotion or reclassification. Anniversary dates shall not change following demotions.

**SECTION 5.04    ADVANCEMENT WITHIN SALARY RANGE**

Regular employees may advance within the salary range based on merit.

Advancement in salary shall not be automatic, but shall depend upon increased service value of the employee to the JPA. Each supervisor shall be responsible to evaluate his/her employee fairly in an

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unbiased fashion for the determination of job performance. Advancement shall be made only upon the approval of the Administrator.

A regular full-time or regular part-time employee must be reviewed for performance advancement prior to completion of six (6) months service from the date of the appointment. A temporary or provisional employee shall be reviewed following the completion of 1,040 work hours from the date of appointment. Thereafter, an employee must be reviewed at least once every twelve months from the effective date of his/her last performance step increase, special performance advancement or promotion. Nothing shall restrict the Administrator from denying the increase after evaluation, nor shall it prevent him/her from recommending a special performance advancement in salary at any time when unusual or outstanding achievement has been demonstrated. Nothing shall restrict the Administrator from conducting performance evaluations more frequently.

It shall be the responsibility of each supervisor to establish realistic achievement levels for each step increase within the salary range. Achievement levels may be formal or informal and shall be reviewed by the Administrator for the purpose of maintaining uniformity of standards throughout the JPA.

### **SECTION 5.05 SALARY INCREASES FOLLOWING PROMOTION**

When an employee in the JPA is promoted to a position with a higher salary range, such employee shall automatically be entitled to the lowest step in the higher salary range that would represent a salary increase of approximately 5% (e.g., this equals 4.5% or higher) over the base salary received immediately prior to the promotion.

Newly promoted regular employees shall be reviewed for salary advancement upon completion of one year of service from the date of the promotion, and annually thereafter.

### **SECTION 5.06 SALARY INCREASES FOLLOWING DEMOTION**

In the case of the demotion of any employee in the JPA service to a class with a lower maximum salary, such employee shall be assigned to the appropriate salary step in the new class as approved by the Administrator. The employee shall retain his/her previous anniversary date.

### **SECTION 5.07 ADJUSTMENT OF SALARY RANGES**

When a salary range for a given class is revised upward or downward, the incumbents of positions in classes affected shall have their existing salary adjusted to the same relative step in the new salary range and their anniversary date shall not be changed.

### **SECTION 5.08 STANDARD WORK WEEK**

The standard work week shall be forty (40) hours for regular and probationary full-time employees. Regular and probationary full-time and part-time employees having different hours for work days and/or work weeks shall accumulate benefits based on the standard day and/or week.

Other employees may be assigned variable and lesser work hours, work days, and work weeks.

### **SECTION 5.09 EXCEPTIONS TO STANDARD WORK HOURS**

The Administrator is hereby authorized to designate other working hours for employees when, in his/her judgment, it is in the best interest of the JPA to do so.



**SECTION 5.10 ATTENDANCE**

Employees shall be in attendance at their work stations or assigned duties in accordance with these Rules and Regulations and as prescribed by the authorized supervisor to which they are assigned. Failure to comply with these assignments including sick leave abuse, excessive absenteeism, and/or excessive tardiness, shall make an employee subject to disciplinary action.

The Administrator shall prepare attendance records of all employees, and make reports of the same to the designated City in the form and on the date he/she shall prescribe.

**SECTION 5.11 ATTENDANCE STANDARDS (EXCESSIVE UNSCHEDULED ABSENCES)**

**A. General Rule**

Due to staffing requirements of the JPA it is essential for management to be able to rely on the presence of its employees for their scheduled shifts. Excessive unscheduled absences by employees jeopardize the ability of the JPA to provide reliable and consistent service to its members.

1. The JPA recognizes that exigent circumstances may exist that could cause an individual employee to be excessively absent as defined in this procedure. When these individual, unusual and extreme circumstances arise, management will work with an employee to assist them in avoiding disciplinary action because of such a circumstance.
2. It is the employee's responsibility to inform management of such unusual and extreme circumstances and to request assistance from the management team as soon as possible.

**B. Unscheduled Absences Defined**

Six (6) unscheduled absences in any six (6) month period shall be considered excessive.

1. Unless otherwise excused by applicable law, an "unscheduled absence" is any absence from a scheduled shift, overtime or on call assignment with less than six (6) hours notice prior to a day shift assignment or less than four (4) hours notice prior to a mid-shift or graveyard assignment.
2. The duration of one unscheduled absence may be for any length of time. The following examples each constitute one (1) unscheduled absence if not approved by management at least six (6) hours in advance of a day shift assignment or less than four (4) hours notice prior to a mid-shift or graveyard assignment.
  - (a) One shift (or any part of one shift). Unscheduled absences for personal illness or medical appointments.
  - (b) Consecutive shifts off.
  - (c) Multiple, consecutive shifts off for Family Unscheduled absences.
  - (d) Leaving a shift early due to personal illness and using unscheduled absences for the next shift, overtime or on call assignment.

3. Use of family sick leave with less than six (6) hours notice prior to a day shift assignment or less than four (4) hours notice prior to a mid-shift or graveyard assignment to care for a child, parent, spouse, or domestic partner who has a serious medical condition is not considered an unscheduled absence.

**C. Monitoring Process**

Employees shall be evaluated for use of unscheduled absences at six (6) month intervals. Anyone having six (6) events of unscheduled absences during any six (6) month period will be placed on a "supervisor's review" period.

1. A supervisor's review period shall be for a period of two (2) months.
2. An unscheduled absence during the supervisor's review period may result in corrective action as defined in Policy No. 8.03 - Discipline- General, up to and including dismissal.
3. The intent of the supervisor's review period is to keep documentation of a two month supervisor's review out of an employee's permanent personnel file as long as the employee successfully completes the review period.
4. It is neither the expectation nor intent to limit a supervisor's responsibility to document an employee's performance, including supervisor review periods for excessive unscheduled absences, in a performance appraisal.

**SECTION 5.12 PAY PERIODS**

Paydays for all JPA employees shall be bi-weekly (every other Friday), there being twenty-six (26) pay periods per year. In the event of a holiday falling on the payday, arrangements shall be made to make payments prior to this payday.

The method of distribution of pay checks shall be determined by the Administrator or designee.

**SECTION 5.13 DEDUCTIONS**

Deductions from employees' wages are made in accordance with prevailing laws, contracts, rules and regulations:

1. Deductions required by law and contracts: for example, federal withholding tax, social security tax, retirement payments.
2. Deductions may be made on the written authorization from each employee: for example, group medical and hospitalization insurance premiums, life insurance premium, credit union, United Way, recognized employee organizations, and such other deductions as approved by the Administrator.

**SECTION 5.14 OVERTIME**

It is the policy of the JPA to avoid the necessity for overtime work. However, when overtime is necessary and consistent with the efficient operation of the JPA, such overtime shall be authorized by the Dispatch Administrator, but shall be kept to a minimum.

Overtime work for regular and probationary employees shall be defined as any hours worked beyond forty (40) hours worked in a work week for the individual. Authorized overtime shall be compensated

at the rate of one and one-half (1 ½) times the straight hourly equivalent of the monthly salary or by allowing compensatory time off at the rate of one and one-half (1 ½) hours for each hour of overtime worked.

Any city paid leave, with the exception of bereavement and sick leave hours taken during the forty (40) hour work week, shall be counted as regular hours worked for the computation of overtime. Straight time overtime shall be the time worked above the regular schedule up to the bereavement and sick leave hours used during the forty (40) hour work week, and said time shall only be paid at the straight time rate of pay.

**A. Compensatory Time**

Eligible employees shall be permitted to accumulate a maximum number of compensatory time hours as provided in the applicable Memorandum of Understanding between the JPA and a recognized employees' association or class of employees. Any hours in excess of the maximum hours shall be paid in cash at the overtime rate of pay until such time as the outstanding balance shall fall below the maximum hours. Employees, at his/her option, may convert unused compensatory time off at any time during the year or carryover the accrued time into the following year.

Use of compensatory time shall be subject to the approval of the Administrator and the availability of minimum staffing. Upon termination of employment, employees shall be paid for accrued compensatory time at his/her hourly rate of pay at the time of termination. Said payment shall be made within thirty (30) days of termination.

**SECTION 5.15 OVERTIME REPORTING**

In order for an employee to earn compensation for overtime, he/she must receive supervisor and or the Administrator's approval. Overtime work to meet an emergency situation does not require advance approval, but shall be certified by the Administrator before being credited to the employee's record.

**SECTION 5.16 OVERTIME NOT APPLICABLE**

Overtime compensation provisions shall not apply to JPA appointed officers or officers whose appointment is subject to JPA confirmation, and other such classifications designated as Management. In the event departmental operations require extraordinary work assignments for an employee so designated, he/she may be authorized administrative leave (time off with pay) by the Administrative Oversight Staff, upon the recommendation of the Technical Operations Committee.

**SECTION 5.17 WORK SCHEDULES**

The Administrator may use a variety of work schedules to operate the JPA, including the following: 9/80 Plan, 4/10 Plan, 12 Plan NS, and the standard 8 hours per day 5 days per week schedule. The schedules may vary depending upon the needs of the JPA and employees. Work schedules may change from time to time and the continuation of any work schedule shall be determined by the Administrator. All employees are subject to be called to work in the event of emergencies or unusual conditions as determined by the Administrator or designee. Any employee's work schedule may be temporarily changed to accommodate training assignments which are eight (8) or more hours in duration.

**SECTION 5.18 TRAINING TIME**

When an employee is sent to a training program at the request of the JPA, the employee shall receive pay for the actual time spent in training. Training time outside normally scheduled work hours shall

be compensated pursuant to the Code of Federal Regulations §785.27, et seq. If the total compensated time for training is less than the employee's normally scheduled work hours, the employee shall elect to make up the time difference by:

- 1) Using available leave time (vacation, holiday or compensatory time) or
- 2) Bank the uncompensated time as "time owed to the agency"

The employee shall pay back accumulated "time owed to the agency" within two months. The employee shall schedule all pay back time with the Scheduling Supervisor and upon approval by the Administrator. At the direction of the Administrator, any "time owed to the agency" not paid back within two months may be deducted from the employee's leave bank, as necessary, and in the following order - compensatory time, vacation time, holiday time.

The JPA shall also pay such reasonable expenses as may be incurred by the employee in traveling to and from the training course as well as for meals and lodging. Travel time outside normally scheduled work hours shall be compensated pursuant to the Code of Federal Regulations §785.33, et seq. The Administrator may request receipts for meals and lodging, as well as transportation, and for the purchase of any materials required by the training course. Reimbursement for lodging shall apply to training courses which require overnight lodging.

**SECTION 5.19 CALL BACK COMPENSATION**

An employee called back to work shall be paid a minimum of one and one-half (1 1/2) times the employee's regular straight time hourly rate of pay for each hour worked on call back. An employee shall be deemed to have been called back if the employee has been released by management as having completed the employee's assigned duties at the end of his/her regular work shift and is called back to duty. Call back time shall commence from the time the employee reports to the West-Comm Communications Center.

**SECTION 5.20 COURT TIME**

An employee called back or on stand by for a subpoenaed court appearance, which arises out of the course of his/her employment and which is not within two (2) hours of the commencement or termination of his/her regular shift, shall be compensated for a minimum of a two (2) hour period on all such subpoenaed court appearances at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay. All employees shall comply with the "on-call/court" policies administered by the JPA. Should an employee who is subpoenaed to Court in the course of his/her employment be required to be in Court in excess of the minimum of two (2) hours, he/she shall receive pay at time and one-half (1 1/2) his/her regular hourly rate of pay for the actual hours the employee is in Court. Lunch periods designated by the Court shall not be included in the computation of hours worked as overtime hours and shall be deducted from hours worked as Court time. Employees must notify the Administrator of the date on which the employee is to serve as a witness upon receipt of a subpoena. Employees are required to pay over to West-Comm any amount received for serving as a witness.

**SECTION 5.21 VACATION LEAVE**

**A. Statement of Policy**

Vacation leave shall be granted for the purpose of enabling eligible employees to annually take paid leave from their job.

**B. Eligibility**

The following shall apply, except as otherwise provided in the applicable Memorandum of Understanding between the JPA and a recognized employees' association or a class of employees: all probationary, regular, full-time and part-time employees shall be eligible for paid vacation at his/her then current rate of pay.

Each part-time regular and probationary employee will receive paid vacation leave based upon the percentage of hours they work compared to a full time employee (i.e. ½ time = 50% benefits, ¾ time = 75% benefits, etc.) using the formula in the applicable Memorandum of Understanding between the JPA and a recognized employees' association or class of employees.

**C. Use of Vacation**

The time at which an employee's vacation is to occur shall be determined by the Administrator with due regard for the wishes of the employee and particular regard for the needs of the service.

Employees who have completed five (5) years or more of continuous service and who has taken forty (40) cumulative hours in vacation in his/her current anniversary year may elect to be paid for up to a maximum of forty (40) hours of accrued vacation. Such election may be exercised each anniversary year. These vacation hours will be deducted from the employee's vacation accumulation account.

**D. Vacation Earned During Leave of Absence**

No vacation leave shall be earned during any leave of absence without pay for each thirty (30) day period of such leave.

**E. Vacation Payment at Termination**

Employees terminating employment shall be paid in a lump sum for all accrued unused vacation leave. Payment shall be at the same hourly rate of pay as was authorized for the employee at the time of submittal of termination notice. Notwithstanding the forgoing, in the event an employee voluntarily or involuntarily terminates employment with West-Comm, while serving in an acting status, payment of the lump sum accrued vacation leave shall be paid as the same hourly rate of pay as was authorized for the employee prior to the time the employee commenced employment in the acting status.

Employees dismissed by West-Comm or voluntarily resigning prior to the completion of the initial full-time probationary period shall be entitled to payment of accrued vacation leave to the effective date of termination, at the hourly rate as was authorized for the initial employment.

When termination is caused by the death of an affected employee, said payment for unused vacation shall be paid to the beneficiary designated by such employee. Such designation shall have been in writing, signed by such employee and filed with the Personnel Department. In the event such employee has not designated a beneficiary, the payment shall be made to the estate of such employee.

Payment for accrued vacation leave shall be made on a regular West-Comm payroll within thirty (30) days following the final date of employment with West-Comm, except for involuntary separations where payment for accrued vacation leave shall be made on the effective date of the separation.

**F. Vacation – Miscellaneous**

Employees shall not work for the JPA during their vacation and, thereby, receive double compensation from the JPA.

**SECTION 5.22 SICK LEAVE**

**A. Statement of Policy**

Sick leave shall be requested by eligible employees only in cases of actual personal sickness or disability, medical or dental treatment, for family care as provided in Labor Code Section 233, or as authorized by the Administrator under special circumstances. The employee requesting sick leave shall notify the on-duty supervisor at least six (6) hours prior to a scheduled day shift, overtime or on call day shift assignment. The employee requesting sick leave shall notify the on-duty supervisor at least four (4) hours prior to a scheduled mid-shift or night shift, overtime or on call mid-shift or night shift assignment. Sick leave with pay shall not be allowed unless the employee has met and complied with the provisions of these Rules and Regulations, and the Administrator has approved such payment.

The Administrator may require a written statement from the attending physician or dentist or from a physician or dentist of his/her approval, that the employee is or was incapacitated and unable to perform his/her duties.

The Administrator may require a written statement from the attending physician or dentist or from a physician or dentist of his/her approval, that the employee is capable of and released to return to the performance of all the duties of his/her position.

**B. Eligibility**

Regular and probationary employees shall be eligible to accrue sick leave. Part-time employees will receive sick leave benefits based upon the percentage of hours they work compared to a full time employee (i.e. 1/2 time = 50% benefits; 3/4 time = 75% benefits, etc.) using the formula in the applicable Memorandum of Understanding between the JPA and a recognized employees' association or class of employees. Temporary employees shall not earn sick leave.

**C. Use**

Sick leave may be requested and used by eligible employees as approved by the Administrator. Payment for approved sick leave shall be authorized until the employee's accumulated total sick leave hours has been exhausted and at such time, the employee shall receive no further payment for sick leave. An employee shall have his/her accumulated sick leave balance reduced by an amount equal to the number of sick leave hours for which he/she receives payment.

Sick leave shall not be granted for disability arising from any sickness or injury purposely self-inflicted or caused by employee's own willful misconduct.

**D. Sick Leave During Vacation**

An employee who becomes ill while on vacation may have such period of illness charged to his accumulated sick leave provided:

1. Immediately upon return to duty, the employee submits to the Administrator a written request for sick leave and a written statement signed by his/her physician describing the nature and dates of illness.
2. The Administrator approves the granting of such sick leave.

**E. Sick Leave Payment Policy**

All regular full-time and part-time employees may convert unused sick leave to compensation pursuant to the following:

1. A regular full-time or part-time employee with a minimum sick leave accumulation of one hundred twenty (120) hours as of December 1 will be paid

for one-half of the unused sick leave credited during the following twelve (12) month period at a rate of fifty percent (50%) of current salary.

2. A regular full-time or part-time employee with a minimum sick leave accumulation of two hundred forty (240) hours as of December 1 will be paid for one-half of the unused sick leave credited during the following twelve (12) month period at a rate of one hundred percent (100%) of current salary.
3. Upon the death, retirement, separation, or termination of a regular full-time or part-time employee having a minimum of four hundred eighty (480) hours of sick leave accumulation, said employee or his beneficiary is entitled to receive fifty percent (50%) compensation for accumulated sick leave.
4. Upon the death, retirement, separation, or termination of a regular full-time or part-time employee having a minimum of five (5) years of service and with between two hundred forty (240) and four hundred eighty (480) hours of sick leave accumulation, said employee or his beneficiary is entitled to receive payment for the difference between accumulated sick leave and two hundred forty hours at fifty percent (50%) compensation.

**SECTION 5.23 AUTHORIZED LEAVE OF ABSENCE WITHOUT PAY**

With the approval of Dispatch Administrator, a permanent, full-time employee may be granted a leave of absence without pay in cases of personal emergency or necessity, or where such absence would not be contrary to the best interests of West-Comm. The request for and the approval of such leave shall be in writing and a copy placed in the employee's personnel file.

At the expiration of the approved leave, or within a reasonable period of time after notice to return to duty, the employee shall be reinstated to the position held at the time leave was granted. Failure on the part of the employee on leave to report promptly at such leave's expiration, or within a reasonable time after receiving a notice to return to duty, shall be cause for discharge. The depositing in the United States Postal Service mail of a first class letter postage paid, addressed to the employee's last known place of residence, shall meet the requirements of reasonable notice.

During any authorized leave of absence without pay, an employee shall not be eligible to accumulate or receive benefits except as specifically provided for in these Rules and Regulations.

**SECTION 5.24 EXTENDED LEAVE OF ABSENCE**

Upon written request of the employee and approval of the Dispatch Administrator, the Administrative Oversight Staff may grant an extended leave of absence with or without pay for a period not to exceed one (1) year, unless otherwise required by law.

**SECTION 5.25 BEREAVEMENT LEAVE**

On the death of a member of a regular and probationary full-time or part-time employee's immediate family; meaning spouse, registered domestic partner, child, brother, sister, parent, grandparent, or parent-in-law, such employee may be granted bereavement leave of up to forty (40) hours of paid leave by written authorization of the Dispatch Administrator.

**SECTION 5.26 MILITARY LEAVE OF ABSENCE**

Military leave shall be granted in accordance with the provisions of state and federal law. All affected employees entitled to military leave shall give his/her Dispatch Supervisor an opportunity, within the limits of applicable laws, to determine when such leave shall be taken. Whenever possible, the employee involved shall notify his/her Dispatch Supervisor of such leave at least ten (10) working days in advance of the beginning of such leave.

Any employee in a reserve status, when called into active military duty under orders of the President of the United States, shall be granted leave for a period not to exceed one (1) year and retain rights to the same employment classification as at the time called to such active duty. Said employee shall be entitled such rights and privileges they would have received in their employment with West-Comm had they not been called to duty. West-Comm shall contribute to such employee's medical health plan, dental and vision insurance plan, and life insurance plan for the first thirty (30) calendar days of the employee's active duty.

**SECTION 5.27 JURY DUTY**

Regular or probationary employees required to report for jury duty shall be granted leave for such purpose, upon presentation of jury notice to the Administrator. Said employees shall receive full payment for up to ten (10) work days per calendar year for time served on a jury, provided he/she submits any fees received for such duty to the JPA Finance Department. Compensation for mileage, subsistence or similar auxiliary allowances shall not be considered as a fee and shall be returned to the employee by the JPA Finance Department.

If the sum of the employee's jury duty responsibilities is less than a full work day, the employee shall contact his/her supervisor as to the feasibility of returning to work that day.

**SECTION 5.28 FAMILY LEAVE**

West-Comm will grant eligible employees leave in accordance with the provisions of the Family and Medical Leave Act of 1993, P.L. 103-3 and/or Government code Section 12945.2, as applicable.



**CHAPTER 6.**  
**PROBATIONARY PERIOD**

**SECTION 6.01**    **REGULAR APPOINTMENTS FOLLOWING PROBATIONARY PERIOD**

The original appointment of every regular full-time or part-time employee in the competitive service, shall be tentative and subject to a probationary period of eighteen (18) months of actual and continuous service, except "Lateral" hires who shall be required to serve a probationary period of twelve (12) months of actual and continuous service.

The promotional appointment of every regular full-time or part-time employee in the competitive service shall be tentative and subject to a probationary period of six (6) months.

If the service of the probationary employee has been satisfactory, the Administrator shall file a statement, in writing, to such effect stating that the retention of such employee in the service is desired. No actions changing an employee's status from probationary to regular shall be made or become effective until approved by the Administrator or his/her designee.

**SECTION 6.02**    **OBJECTIVE OF PROBATIONARY PERIOD**

The probationary period shall be regarded as a part of the testing process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment of a new employee to his/her position, and for rejecting any probationary employee whose performance does not meet the required standards of work.

**SECTION 6.03**    **EMPLOYEE PERFORMANCE REPORTS**

Each probationary employee shall have his/her performance evaluated at the end of each three (3) months of service or at more frequent intervals when deemed necessary by the Administrator. Such evaluations shall be reported, in writing, and in a form approved by the Administrator.

The original written report of an employee's performance evaluation shall be made a part of the employee's personnel record maintained by the JPA. A copy shall be given to the employee.

**SECTION 6.04**    **REJECTION OF A PROBATIONARY EMPLOYEE**

During the probationary period, an employee may be suspended, demoted or rejected any time by the Administrator without cause and without the right of appeal or grievance. Notification or rejection, in writing, shall be served on the probationary employee and a copy filed with the designated City Personnel Office.

**SECTION 6.05**    **EXTENSION OF PROBATIONARY PERIOD**

Administrator may extend the probationary period when in the opinion of the Administrator, conditions warrant such extension.

**CHAPTER 7.**  
**TERMINATION OF EMPLOYMENT**

**SECTION 7.01**    **RESIGNATION**

Any regular employee, in order to be considered as having resigned in good standing, shall be required to submit a written notice of his/her resignation to his/her Supervisor or the Administrator at least ten (10) working days prior to the effective date of said resignation. Such written notice shall include the reason for and the effective date of the resignation.

The Administrator may authorize a resignation in good standing when, in his/her opinion, there are sufficient reasons to waive the requirements of this section. Resignations shall be deemed accepted upon submission.

**SECTION 7.02**    **LAY-OFF**

An employee may be terminated by the Administrator, when deemed necessary or convenient, as a result of substantial changes in duties or organization; abolition of position; shortage of work or funds; or completion of work for which employment was made.

In cases involving lay-off of regular employees, ten (10) working days notice and written notice of the reasons for such action shall be given to said employee.

Regular employees certified as having provided satisfactory service shall have their names placed on an appropriate employment list as provided for in these Rules and Regulations. Such termination shall not be subject to appeal or grievance.

**SECTION 7.03**    **DISCHARGE**

A regular employee may be terminated (discharged) for cause at any time by the Administrator. Regular employees shall be entitled to due process rights and to a hearing as provided in these Rules and Regulations and in accordance with the Law.

**SECTION 7.04**    **RETIREMENT**

All regular employees in the JPA service who shall become eligible to and do retire under the provisions of any present or subsequent retirement policy and plan shall be deemed, for the purposes of these Rules, to have been separated (terminated) from the JPA service in good standing.

**SECTION 7.05**    **UNAUTHORIZED LEAVE OF ABSENCE**

Unauthorized leave of absence shall be considered as days, or portions of days, not worked which are normal working days and will cause the deduction from an employee's pay of an amount equivalent to the time absent. Unauthorized leaves of absence may be subject to disciplinary action, up to and including discharge.

**SECTION 7.06**    **AT-WILL EMPLOYEES**

Except for regular employees, all other types of appointments covered by these Rules and Regulations are at-will. Such employees can be terminated at any time, with or without cause or prior notice, and without right of appeal or grievance under these Rules and Regulations or otherwise.

**CHAPTER 8.**  
**DISCIPLINARY ACTIONS**

**SECTION 8.00 BASIS FOR DISCIPLINARY ACTION**

The employment of every JPA employee shall be based on reasonable standards of personal conduct and job performance. Failure to meet such standards shall be grounds for appropriate disciplinary action, which shall be commensurate with the seriousness of the offense and with consideration of the employee's prior performance record. Disciplinary action shall be based upon any of the following grounds, but is not limited to only these grounds:

1. Fraud in securing employment/promotion or making a materially false statement on an application for employment/promotion or on any supporting documents furnished with or made a part of any application.
2. Incompetence such as failure to comply with the minimum standards for an employee's position.
3. Neglect of duty, such as failure to perform the duties required of an employee's position.
4. Willful disobedience and insubordination such as willful failure to submit to duly appointed and acting supervision or to conform to duly established orders or directions of persons in a supervisory position.
5. Dishonesty involving employment.
6. Being under the influence of alcohol or intoxicating drugs while on duty without a prescription. Bringing alcohol or controlled substances onto JPA work premises, or onto any location where JPA business or services are performed by JPA employees.
7. Addiction to or habitual use of alcoholic beverages, narcotics or any habit forming drug.
8. Inexcusable absence or tardiness without leave or excessive absences or tardiness.
9. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section.
10. Discourteous treatment of the public, co-workers or others.
11. Improper or unauthorized use of JPA property.
12. Violation of the rules and regulations of the JPA, including, but not limited to, the Rules of Conduct.
13. Any act of conduct undertaken which, either during or outside of duty hours, is of such a nature that it causes discredit to fall upon the JPA or the member agencies it serves.
14. Failure to maintain proper conduct during working hours causing discredit to the JPA. Such as:

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- A. Fighting or causing an assault on a fellow worker, citizen or any other person employed by the JPA or its member agencies.
  - B. Misuse of JPA records or information obtained while in the employ of the JPA.
  - C. Falsification of JPA records.
  - D. Threats of bodily harm perpetrated at work, or toward fellow workers.
  - E. Failure to observe work schedules, including lunch periods and breaks.
  - F. Consistent failure to perform work assignments in an acceptable manner or at an acceptable level of output.
  - G. Destruction of JPA property.
  - H. Engaging in any sort of harassment, sexual, racial, ethnic, religious, etc.
  - I. Intentionally treating other employees differently because of their race, sex, age, religion, national origin, marital status, physical or mental disability, sexual orientation, gender identity or other protected category.
- 15. Abuse of sick leave.
  - 16. Inattention to duty, tardiness, indolence, carelessness or negligence in the care and handling of JPA property.
  - 17. The employee's failure to resolve a physical or mental infirmity(s) or defect(s), when it is within the capacity of the employee to do so and when directed by his or her supervisor.
  - 18. Outside employment which conflicts with the employee's position and is not specifically authorized by the Administrator.
  - 19. Acceptance from any source of any emolument, reward, gift or other form of remuneration in addition to the employee's regular compensation, as a persona benefit to the employee for actions performed in the normal course of the employee's assigned duties.
  - 20. Falsification of any JPA report or record, or of any report or record required to be, or, filed by the employee.
  - 21. Political activities precluded by Local, State or Federal Law.
  - 22. Violation of safety rules and practices.
  - 23. Theft
  - 24. Misuse or abuse of employee's authority as a public employee.
  - 25. Other acts which are incompatible with service to the public.
  - 26. Failure to report violations of any Rule or Regulation that pertains to safety, criminal activity, unethical or immoral behavior or any activity which should reasonably be brought to the attention of supervision.

**SECTION 8.01 PROGRESSIVE DISCIPLINE**

For most offenses by regular employees, management shall use a system of progressive discipline, but, management is not bound by progressive discipline in cases of serious offenses. Progressive discipline shall mean that progressively more severe penalties may be imposed on each given employee each time any given offense is repeated. It also means that after repeated offenses, regardless of whether the offenses are identical or not, disciplinary action may be taken. Minor disciplinary actions shall include, but are not limited to an unpaid suspension of forty (40) hours or less, reduction of pay equivalent to an unpaid suspension of forty (40) hours or less or a written reprimand. Major disciplinary actions are suspensions without pay for a period in excess of forty (40) hours, reduction in pay equivalent to a suspension without pay for a period in excess of forty (40) hours, involuntary demotions and discharge. Major and Minor disciplinary actions must be preceded by due process procedures as outlined in these Rules and Regulations. Exempt employees shall not be subject to any disciplinary action that would invalidate the employee's exempt status.

**SECTION 8.02 PRE-DISCIPLINE**

Pre-disciplinary actions shall consist of counseling and oral reprimand.

**A. Counseling**

Counseling shall include informal discussions with an employee designed to assist him/her to fully develop his/her skills and abilities. Usually the immediate supervisor counsels the employee. The discussion may clarify standards, evaluate the employee's strengths and weaknesses, seek information or solve problems.

The supervisor shall make note of the date, time and content of the counseling in a log or documentation notebook with full knowledge of the counseled employee. It is not necessary to document each and every counseling session, rather it shall be at the discretion of the immediate supervisor as to when the employee's performance deficiencies are of such frequency and/or severity that the need for subsequent disciplinary action is anticipated.

**B. Oral Reprimand**

An oral reprimand shall be used by a supervisor to notify an employee that his/her performance or behavior must be improved. The warning shall define the areas in which improvement is required, set up goals leading to this improvement and inform the employee that failure to improve will result in more serious action. No record of an oral reprimand shall be placed in the employee's file unless subsequent action is necessary. The supervisor shall, however, make note of the date, time and content of the warning in a log or documentation notebook. Such record shall be made with the full knowledge of the affected employee, evidenced by the employee's initials.

**SECTION 8.03 WRITTEN REPRIMAND**

A written reprimand shall be used by a supervisor to give formal notice to an employee that further disciplinary action will be taken unless his/her behavior or performance improves. The supervisor shall advise the employee in writing of the consequences of failing to improve his/her performance or behavior. It should contain the following: a description of what occurred; date and time of occurrence; the rule, policy or contract that has been violated; and what the employee is directed to do to correct the situation.

Copies of the written reprimand shall be given to the employee and filed in the employee's personnel file. The employee shall be notified of his/her right to due process procedures as outlined in these Rules and Regulations.

**SECTION 8.04 SUSPENSION**

An employee may be suspended by the Administrator from his/her position at any time for just cause. Suspension without pay made by the Administrator shall not exceed thirty (30) consecutive calendar days nor be more than thirty (30) consecutive calendar days in a fiscal year. Suspension shall be reported immediately to the designated City's Personnel Office by the Administrator. Any employee may be suspended for a period of time longer than that set forth herein, upon approval of such suspension by the Technical Operations Committee, or its designee.

During suspension from JPA service for disciplinary cause, an employee shall forfeit all rights, privileges and salary, except he/she shall not forfeit his/her medical health plan, dental insurance plan, retirement plan, disability insurance plan. Should such suspension be later modified or revoked, the employee shall be entitled to receive payment to compensate for loss of income and benefits during the period of suspension.

**SECTION 8.05 EMERGENCY SUSPENSION**

Notwithstanding the above-stated provisions, disciplinary action in the form of suspension may be taken against an employee without prior notice when in the discretion of the Administrator, the employee's continued presence at the work site could have detrimental consequences. In such a situation, the employee shall be given disciplinary due process safeguards either during or immediately following said suspension. In these cases, the Administrator shall document circumstances which indicate the possibility of detrimental consequences. If the disciplinary action is subsequently found to be unwarranted, restitution must be made to the employee to compensate for loss of income and benefits.

**SECTION 8.06 DEMOTION**

An employee may be reduced from a position in one class to a position in a lower class, having lesser duties and responsibilities and a lower maximum rate of pay for disciplinary purposes, upon a finding of just cause.

**SECTION 8.07 REDUCTION IN PAY**

An employee's rate of pay may be reduced to a lower maximum rate of pay for disciplinary purposes, upon a finding of just cause.

**SECTION 8.08 DISCHARGE**

An employee may be discharged from JPA service upon a finding of just cause.

**SECTION 8.09 EXCLUSION FROM DISCIPLINARY PROCESS**

The disciplinary process set forth herein shall not apply to the following classifications, positions and employments, who serve at the pleasure of the appointing authority and may be discharged at any time without cause:

- A. Dispatch Administrator
- B. Emergency employees
- C. Temporary employees
- D. Provisional employees
- E. Volunteer personnel
- F. Persons engaged under contract to supply expert, professional or technical services.

**CHAPTER 9.**  
**APPEAL, GRIEVANCE AND HEARING PROCEDURE**

**SECTION 9.01**    **STATEMENT OF POLICY**

Use of these procedures shall not reflect unfavorably on employees of the JPA. Retaliatory or discriminatory action against an employee for using this procedure, or discriminatory action against an employee for using this procedure, or discrimination in the application of a rule or policy shall be a violation of JPA policy.

**SECTION 9.02**    **PURPOSE OF POLICY**

The purpose of the procedure is to provide a means; whereby, employees may obtain fair, impartial and orderly review and consideration of grievances within a reasonable time period, without jeopardizing their position or employment.

**SECTION 9.03**    **APPEAL AND RESPONSE PROCEEDINGS**

**A.**    **Major Discipline**

**1.**    **Pre-Disciplinary Hearings**

- (a)    Prior to the imposition of a major disciplinary action, which shall include, but is not limited to, an unpaid suspension of more than forty (40) hours, a reduction in pay equivalent to an unpaid suspension of more than forty (40) hours, demotion, or discharge, a regular employee shall be presented with a written Notice of Proposed Disciplinary Action informing the employee as to his/her right to a pre-disciplinary hearing.
- (b)    The Notice of Proposed Disciplinary Action shall include:
  - (i)    A description of the discipline proposed;
  - (ii)    A statement of the reasons for which the action has been proposed, which shall include a brief description of the alleged facts upon which the proposed action is being taken, and a statement of any JPA rules, regulations, or laws that are alleged to have been violated; and, if applicable, a list of any previous disciplinary actions, counseling, evaluations or other relevant actions which support the action proposed;
  - (iii)    Copies of any documents relied upon in reaching a decision to propose the discipline action; and
  - (iv)    A statement advising the employee that he/she may respond to the Technical Operations Committee, or its designee, regarding the proposed disciplinary action, orally or in writing, before it takes effect. This part of the Notice of Proposed Disciplinary Action shall include the name of the person to whom the response is to be made, if other than the Administrator, and the last date upon which a response may be made.

- (c) The employee shall have seven (7) working days from the date of the Notice of Proposed Disciplinary Action to respond to the charges, either orally or in writing. Upon a showing of good cause, the Technical Operations Committee, or its designee, may extend the time for response beyond seven (7) working days. In responding, either orally or in writing, the employee may designate a representative to assist in the presentation of the response.
  - (i) In the event that the employee chooses to respond orally, the employee must, within the period given to respond, make an appointment, and meet with the Technical Operations Committee or its designee.
  - (ii) During this meeting, the employee, or the employee's representative, may present any reasons why the employee feels that the proposed action is not proper. The Technical Operations Committee or its designee shall listen to the employee's presentation, but shall not present any evidence on behalf of the JPA, nor shall either party present witnesses for examination at this time.
  - (iii) A written response must be received in the office of the Administrator (directed to the attention of the Technical Operations Committee or its designee) no later than 4:30 p.m. on the last day given to respond.
  - (iv) The Technical Operations Committee or its designee shall take the employee's timely response into consideration and shall make a determination as to whether or not the proposed action, a different action, or no action shall be taken.
- (d) Failure by the employee, or the employee's representative, to respond to the Notice of Proposed Disciplinary Action within the period allowed shall result in disciplinary action taking effect as proposed.

## **2. Right to Appeal**

- (a) Any regular employee shall have the right to appeal any major disciplinary action, including, but not limited to, an unpaid suspension of more than forty (40) hours, reduction in pay equivalent to an unpaid suspension of more than forty (40) hours, demotion or discharge.
- (b) Requests for appeal shall be made in writing, signed by the employee and filed with the Administrator within ten (10) working days of the effective date of the disciplinary action. Failure to do so shall constitute waiver of the right to appeal and failure to exhaust administrative remedies. The Administrator shall forward the appeal to the Administrative Oversight Staff.
- (c) Following receipt of a timely notice of appeal of the decision from the Technical Operations Committee or its designee, the Administrative Oversight Staff may appoint a Hearing Officer, or a member of the Administrative Oversight Staff to hear the appeal and recommend a decision which shall be certified to the Administrative Oversight Staff,



or the Administrative Oversight Staff may hear the appeal. Hearings shall be closed unless an open hearing is requested by the employee filing the appeal.

- (d) The hearing shall be completed within a reasonable time after the appeal is received by the Administrative Oversight Staff.
- (e) The Administrative Oversight Staff, or its designee, shall provide written notice to the employee and to the Administrator including the date, time and place of the hearing, and the hearing designee, if any. Said notice shall be delivered to the employee personally or by mail at least ten (10) days before the time for holding the hearing and shall include notice of the employee's right to have the appeal heard in open session rather than closed session.
- (f) The employee shall appear personally before the Administrative Oversight Staff, member of the Administrative Oversight Staff, or the Hearing Officer at the hearing, and may be represented by counsel of his/her choice. In the event that the employee fails to personally appear, without good cause, the appeal shall be deemed waived.
- (g) All parties and witnesses to be heard at the hearing shall be sworn and shall testify under oath. The hearing shall not be conducted according to technical rules relating to evidence and witnesses, except as hereinafter provided. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule, which might make improper the admission of the evidence over objection in civil actions. Hearsay evidence may be admitted, but it may not be the sole basis upon which a finding is made unless it would be admissible under rules of evidence in a civil matter.
- (h) Upon conclusion of a hearing not conducted by the Administrative Oversight Staff, the Hearing Officer or the member of the Administrative Oversight Staff shall cause its findings and recommendations to be prepared in writing and shall certify the same to the Administrative Oversight Staff within thirty (30) working days following the conclusion of the hearing.
- (i) The Administrative Oversight Staff, at a meeting duly noticed to the employee and the Administrator, may then adopt, reject or modify such recommendations. The decision of the Administrative Oversight Staff shall be final for all purposes.

**B. Minor Discipline**

**1. Disciplinary Process**

In the case of minor discipline, which shall include, but is not limited to, an unpaid suspension of forty (40) hours or less, reduction of pay equivalent to an unpaid suspension of forty (40) hours or less, and a written reprimand, a regular employee shall be afforded the following:

- (a) Notice of Proposed Disciplinary Action, which shall include:
  - (i) A description of the discipline proposed;

- (ii) A statement of the reasons for which the action has been proposed, which shall include a brief description of the alleged facts upon which the proposed action is being taken and a statement of any JPA rules, regulations, or laws that are alleged to have been violated; and, if applicable, a list of any previous disciplinary actions, counseling, evaluations or other relevant actions which support the action proposed;
  - (iii) Copies of any documents relied upon in reaching a decision to propose the disciplinary action; and
  - (iv) A statement advising the employee that he/she may respond to the Technical Operations Committee, or its designee, regarding the proposed disciplinary action, orally or in writing, before it takes effect. This part of the Notice of Proposed Disciplinary Action shall include the name of the person to whom the response is to be made, if other than the Administrator, and the last date upon which a response may be made.
- (b) The employee shall have seven (7) working days from the date of the Notice of Proposed Disciplinary Action to respond to the charges, either orally or in writing. Upon a showing of good cause, the Technical Operations Committee, or its designee, may extend the time for response beyond seven (7) working days. In responding, either orally or in writing, the employee may designate a representative to assist in the presentation of the response.
- (i) In the event that the employee chooses to respond orally, the employee must, within the period given to respond, make an appointment and meet with the Technical Operations Committee or its designee.
  - (ii) During this meeting, the employee or his/her representative, may present a response in support of the employee's position; however, the employee shall not be permitted to call and examine witnesses.
  - (iii) A written response must be received in the office of the Administrator (directed to the attention of the Technical Operations Committee or its designee) no later than 4:30 p.m. on the last day given to respond.
  - (iv) The Technical Operations Committee or its designee shall take the employee's timely response into consideration and shall make a determination as to whether or not the proposed action, a different action, or no action shall be taken.
- (c) Failure by the employee or the employee's representative, to respond to the Notice of Proposed Disciplinary Action within the period allowed shall result in disciplinary action taking effect as proposed.

- (d) In the case of minor discipline, no right of appeal is provided except for the right to respond as set forth in Section (b), of this Section 9.03(B).

**SECTION 9.04 GRIEVANCE PROCEEDINGS**

A grievance shall be defined as a timely complaint by an employee or group of employees or a recognized employee organization concerning the interpretation or application of specific provisions of these Rules and Regulations governing personnel practices or working conditions of the JPA. The following actions shall not be subject to Grievance Proceedings: disciplinary action, counseling's and reprimands, performance evaluations, denial of a merit pay increase, and layoff.

The time limits for filing a written formal grievance shall be strictly construed, but may be extended by mutual agreement evidenced, in writing, and signed by a duly authorized representative of the JPA and the grieving party. Failure of the grieving party to comply with any of the time limits set forth hereunder shall constitute waiver and bar further processing of the grievance. Failure of the JPA to comply with the time limits set forth in this section shall automatically move the grievance to the next level in the Grievance Procedure. The grieving party may request the assistance of an association in presenting a grievance at any level of review or may represent himself/herself.

**A. Informal Process**

An employee must first attempt to resolve a grievance on an informal basis by discussion with his/her immediate supervisor without undue delay. Every effort shall be made to find an acceptable solution to the grievance by these informal means at the most immediate level of supervision. At no time may the informal process go beyond the Administrator. In order that this informal procedure may be responsive, all parties involved shall expedite the process. In no case may more than ten (10) working days elapse from the date of the alleged incident giving rise to the grievance, or when the grievant knew or should have reasonably become aware of the facts giving rise to the grievance and the filing of a written formal grievance with the Administrator of the JPA, with a copy to the supervisor for whom the employee works. Should the grievant fail to file a written grievance within ten (10) working days from the date of the incident giving rise to the grievance, or when the grievant knew or should have reasonably become aware of the facts giving rise to the grievance, the grievance shall be barred and waived.

**B. Formal Process**

**1. First Level of Review**

A grievance shall be presented in writing to the employee's immediate supervisor, who shall render a decision and comments in writing and return them to the employee within ten (10) working days after receipt of the grievance. If the employee does not agree with the supervisor's decision, or if no answer has been received within ten (10) working days, the employee may present the grievance, in writing, to the Administrator. Failure of the employee to take further action within ten (10) working days after the receipt of the written decision of the supervisor, or within fifteen (15) working days if no decision is rendered shall constitute a waiver of the grievance.

**2. Administrator Review**

The Administrator, or his/her designated representative, upon receipt of the grievance, shall discuss the grievance with the employee and/or the employee's designated representative. The Administrator shall render a decision in writing to the employee within fifteen (15) working days after receiving the grievance. If the

employee does not agree with the decision of the Administrator, or if no answer has been received within fifteen (15) working days, the employee may present the grievance in writing to the Administrative Oversight Staff. Failure of the employee to take further action within ten (10) working days after the receipt of the written decision of the Administrator, or within fifteen (15) working days if no decision is rendered shall constitute a waiver of the grievance.

**3. Administrative Oversight Staff Review**

The Administrative Oversight Staff, or a designated representative, upon receipt of the grievance, shall discuss the grievance with the employee and/or the employee's designated representative. The Administrative Oversight Staff, or its designee, shall render a decision in writing to the employee within fifteen (15) working days after discussion of the grievance. The decision of the Administrative Oversight Staff, or its designee, shall be final and binding.

**CHAPTER 10.**  
**HARASSMENT IN EMPLOYMENT POLICY**

**SECTION 10.01 PURPOSE OF POLICY**

1. To define and issue to all employees the JPA's policy on the prohibition of harassment in the workplace;
2. To fully inform all employees of their right to be free of unlawful harassment in the workplace;
3. To fully inform all employees that the JPA does not and will not tolerate harassment in the workplace;
4. To inform all employees of their rights if they believe that they are or have been the victim of harassment; and
5. To provide a means for the prompt reporting and full and effective investigation of harassment complaints and to provide for effective remedial action against the harasser and for the victim.

**SECTION 10.02 STATEMENT OF POLICY**

Harassment of an applicant or employee by a supervisor, management employee or co-worker on the basis of race, religion, creed, color, national origin, ancestry, disability, medical condition, marital status, sex, sexual orientation, gender identity, or age is prohibited and will not be tolerated. It is the responsibility of all JPA employees to actively ensure that the work environment is kept free from such conditions.

Harassment, as defined above, violates Title VII of the Civil Rights Act of 1964, the California Government Code, and regulatory guidelines of the Equal Employment Opportunity Commission and the California Fair Employment and Housing Commission.

**SECTION 10.03 DEFINITION OF HARASSMENT**

**A. General Description**

Harassment may consist of offensive verbal, physical, or visual conduct when such conduct is based on or related to an individual's sex and/or membership in one of the above-described protected classifications, and:

1. Submission to the offensive conduct is an explicit or implicit term or condition of employment;
2. Submission to or rejection of the offensive conduct forms the basis for an employment decision affecting the employee; or
3. The offensive conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

**B. Types of Harassment**

Harassment includes, but is not limited to:

1. Verbal Harassment- For example, epithets, derogatory comments or slurs on the basis of race, religion, creed, color, national origin, ancestry, disability, medical condition, marital status, sex, sexual orientation, gender identity, or age.
2. Physical Harassment- For example, assault, impeding or blocking movement, or any physical interference with normal work or movement when directed at an individual on the basis of race, religion, creed, color, national origin, ancestry, disability, medical condition, marital status, sex, sexual orientation, gender identity or age.
3. Visual Forms of Harassment- For Example, derogatory posters, notices, bulletins, cartoons, or drawings on the basis of race, religion, creed, color, national origin, ancestry, disability, medical conditions, marital status, sex, sexual orientation, gender identity or age.
4. Sexual Favors- Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature which is conditioned upon an employment benefit, unreasonably interferes with an individual's work performance or creates an offensive work environment.

**SECTION 10.04 DEFINITION OF EMPLOYEE**

For purposes of this Chapter, an employee shall be defined as an individual, regardless of classification, employed by the JPA, or volunteers working under the supervision of the JPA.

**SECTION 10.05 PRE-GRIEVANCE PROCESS**

An employee who has been harassed on the job should inform the employer, its agents or supervisors of the aggrievement. The employee may first notify any of the following persons: his/her supervisor; or the Administrator. Any supervisor who receives a harassment complaint is to immediately notify the Administrator and the Administrator shall immediately notify the Technical Operations Committee, or its designee.

To accommodate the unique nature of harassment complaints, a pre-grievance process is provided for the primary purpose of resolution of a complaint at the earliest possible date. Elements of this process are:

Upon notification of a harassment complaint, the Administrator will:

1. Inform the complainant of his/her right to initiate a grievance proceeding pursuant to Section 9.04 of these Rules and Regulations and outline this grievance procedure for the employee;
2. Inform the complainant of his/her right to file a complaint with the California Department of Fair Employment and Housing and the United States Equal Employment Opportunity Commission. (The contact information for the DFEH and the EEOC are available through directory assistance or in the phone book.) In the event a complaint is filed with the DFEH, and the DFEH finds that the complaint has merit, the DFEH will attempt to negotiate a settlement between the parties. If not

settled, DFEH may issue a determination on the merits of the case. Where a case is not settled and the DFEH finds a violation to exist, it can prosecute the charging party's case before the Fair Employment and Housing Commission ("FEHC"). Legal remedies available through DFEH and FEHC for a successful claim by an applicant, employee, or former employee include possible reinstatement to a former job; award of a job applied for; back pay; front pay; attorneys' fees; and under appropriate circumstances, actual damages and/or administrative fines. In the alternative, DFEH may grant the employee permission to withdraw the case and pursue a private lawsuit seeking similar remedies.;

3. Authorize the investigation of the complaint and supervise and/or investigate the complaint. The investigation will include interviews with: 1) the complainant; 2) the accused harasser; and 3) any other persons the Administrator has reason to believe have relevant knowledge concerning the complaint, such as witnesses and victims of similar conduct;
4. Review factual information gathered through the investigation to determine whether the alleged conduct constitutes harassment; giving consideration to all factual information, the totality of the circumstances, including the nature of the verbal, physical, visual or sexual aspect of the advance and the context in which the alleged incidents occurred;
5. Report the results of the investigation and the determination as to whether harassment occurred to appropriate persons, including the complainant, the alleged harasser, the supervisor, and the Administrator;
6. If the Administrator believes that harassment has occurred, the Administrator shall recommend to the Technical Operations Committee, or its designee, prompt and efficient remedial action to be taken, including, but not limited to, disciplinary action against the harasser. The Technical Operations Committee, or its designee, shall approve any remedial action. The action shall be commensurate with the severity of the offenses and the victim will be informed that appropriate action has been taken.
7. Reasonable steps will be taken to protect the victim and other potential victims from further harassment;
8. Reasonable steps will be taken to protect the victim from any retaliation as a result of communicating the complaint;
9. Appropriate action will be taken to remedy the victim's loss, if any, which resulted from the harassment.

#### **SECTION 10.06 FORMAL GRIEVANCE PROCESS**

Formal grievance procedures of the JPA are available (as set forth in Section 9.04) for resolution of complaints alleging harassment if the complaint is not adjusted to the satisfaction of the employee in the pre-grievance process.

Time limits specified in the formal grievance procedure (as set forth in Section 9.04) may be extended if pre-grievance procedures for a harassment complaint were initiated within the applicable time limits for filing a formal grievance. In these instances, if the complaint is not adjusted to the satisfaction of the employee, the time limits for filing a formal grievance should begin as of the date of notification of action taken by the Administrator.

If the employee did not initiate pre-grievance procedures within the time limits of the applicable normal grievance procedure, a duly authorized representative of the JPA may recommend extension

of the filing deadline for a formal complaint as set forth in section 9.04 of these Rules. It should reemphasize that the JPA wishes to know of any complaint alleging harassment as soon as possible after it occurs.

**SECTION 10.07 DISSEMINATION OF POLICY**

All employees, supervisors, and managers shall be sent copies of this Policy.



**CHAPTER 11.**  
**REPORTS, RECORDS, AND NOTICES**

**SECTION 11.01 OFFICIAL ROSTER**

The Personnel Officer shall maintain a complete official roster of employees, showing for each employee his/her name, address, class title, salary, department to which assigned, sick leave, vacation, changes in salary, employment status and such information as may be considered pertinent.

The form and manner in which such information shall be maintained shall be determined by the Personnel Officer.

**SECTION 11.02 CHANGE-OF-STATUS REPORT**

Every appointment, transfer, promotion, demotion, change of salary rate, resignation, suspension, and any other temporary or permanent change in status of employment shall be reported to the Personnel Officer and the date thereof, and a record of same shall be kept by the designated City Personnel Office.

**SECTION 11.03 NOTIFICATION OF CHANGE BY EMPLOYEES**

All persons employed in the JPA service shall notify the Administrator and designated City Personnel Office of any change of address, telephone, marital status, group life insurance beneficiary, number of dependents, military status, education, and such other information as deemed pertinent by the Administrator within five (5) working days of a status change.

**SECTION 11.04 RELEASE OF PERSONAL INFORMATION**

Neither the Personnel Office nor anyone in the JPA service shall be allowed to make known the address or phone number, as shown in the Personnel Office records of any employee, officer or appointed official. The Personnel Officer shall have the authority to verify or confirm addresses and phone numbers unless otherwise notified in writing by the employee, officer, or appointed official.

**SECTION 11.05 DESTRUCTION OF RECORDS**

Roster and payroll records shall be kept permanently. All other records relating to personnel, including correspondence, applications, examinations, and reports may be destroyed after one (1) year, or as provided for in the Laws of the State of California.

**CHAPTER 12.**  
**EMPLOYEE CONDUCT**

**SECTION 12.01 INCOMPATIBLE ACTIVITY OF JPA EMPLOYEES**

An employee shall not engage in any employment, activity, or enterprise which is inconsistent, incompatible or in conflict with his/her duties as a JPA officer or employee. Each appointing power shall determine and prescribe those activities which, for employees under his/her jurisdiction, will be considered inconsistent, incompatible, or in conflict with their duties as JPA employees. In making this determination, the appointing power shall give consideration to employment, activity, or enterprise which:

1. Involves the use for private gain or advantage of JPA time, facilities, equipment, and supplies or the badge, uniform, prestige, or influence of one's JPA office or employment.
2. Involves the soliciting or the acceptance by the employee of any money gift, gratuity, or other consideration from anyone other than the JPA for the performance of an act which the employee, if not performing such an act, would be required or expected to render in the regular course of hours of his/her JPA employment, or as a part of his/her duties as a JPA officer or employee.
3. Involves the performance of an act other than his/her capacity as a JPA employee, which act may later be subject to direct or indirect control, inspection, review, audit or enforcement by such employee or the agency by which he/she is employed.

No JPA employee shall engage in any political activity of any kind whatsoever during work hours or while on JPA property.

Each JPA employee shall, during his/her hours of duty as a JPA employee and subject to such rules and regulations as pertain thereto, devote his/her full time, attention and efforts to this JPA office or employment. Each JPA employee shall cooperate with the Technical Oversight Committee, the Administrative Oversight Staff and the Administrator to successfully fulfill the objectives and purposes of these Rules and Regulations.

**SECTION 12.02 GIFTS AND GRATUITIES**

No officer or employee of the JPA shall solicit or accept any gift or gratuity, except those unsolicited gifts that are reported in a standard conflict of interest statement filed with the West Comm Secretary to the JPA Board of Directors.

**SECTION 12.03 ALCOHOL AND SUBSTANCE ABUSE**

**A. Purpose of the Policy**

The JPA is committed to providing employees with a workplace which is safe, productive and conducive to the welfare of all persons. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with this objective.

**B. Statement of Policy**

1. Employees shall not be under the influence of, or in possession of, alcohol or drugs while at work locations, while on duty or subject to being called on

- duty. Furthermore, employees shall not sell or provide drugs or alcohol to any other employees or person while such employee is on duty or subject to being called to duty.
2. Prospective employees will be subject to a drug and/or alcohol analysis as part of the pre-employment medical examination.
  3. Refusal to submit to the required alcohol and/or drug analysis shall result in the prospective employee being disqualified from employment.
  4. A positive test result from the pre-employment alcohol and/or drug analysis may result in the prospective employee being disqualified from employment.
  5. The Administrator or designee shall be notified immediately when a reasonable suspicion exists to believe that an employee may be under the influence of drugs and/or alcohol while in the workplace.
  6. An employee reasonably believed to be under the influence of alcohol or drugs may be required to undergo drug and/or alcohol testing and shall be prevented from engaging in further work and shall be detained until he/she can be safely transported from the work location.
  7. The Administrator or designee shall be notified immediately when a reasonable suspicion exists to believe that an employee may have alcohol or illegal drugs in his/her work place. If the Administrator or designee concurs that there is reasonable suspicion of illegal drug possession, the Administrator shall notify the appropriate law enforcement agency.
  8. Employees must notify their supervisor before beginning work when taking medications or drugs which could foresee ably interfere with the safe and effective performance of their duties or operation of JPA equipment. Medical clearance by a qualified physician may be required by the JPA in the event that there is a question regarding an employee's ability to safely and effectively perform assigned duties.
  9. An employee who is convicted of any federal or criminal drug statute for a violation occurring in the JPA workplace or on JPA time must provide notice to the JPA and the granting agency within five (5) days after such conviction. Under such conditions, the employee will be subject to disciplinary action and must participate in an alcohol or drug abuse rehabilitation program.
  10. The JPA sponsors a voluntary employee assistance program (EAP) to provide confidential and professional assistance to employee or immediate family members who think that they may have an alcohol or drug usage problem.
  11. The JPA is committed to providing reasonable accommodation to those employees whose drug and/or alcohol problems classifies them as being disabled under federal and/or state law. Participation in a rehabilitation program does not limit or exclude the employee's obligation to comply with personnel rules and job performance standards.
  12. The JPA is committed to good faith efforts to maintain a drug-free work place environment, including the provision of employee training concerning the effects and hazards of drug and alcohol abuse and JPA practices.

**C. Definition of Terms**

1. "Under the Influence" means, with respect to alcohol, a detectable odor of alcohol on the employee's person and/or the appearance, behavior, or speech, which leads a supervisor to reasonably suspect that an employee's ability to perform his/her job safely and effectively has been impaired by alcohol.
2. "Under the Influence" means, with the respect to drugs, the appearance of any detectable amount of drug, or its metabolites, and/or an appearance, behavior or speech which leads a supervisor to reasonably suspect that an employee's ability to perform his/her job safely and effectively has been impaired by drugs.
3. The term "drugs" means any and all controlled substances, such as, but not limited to marijuana, cocaine, hallucinogens, amphetamines, barbiturates, PCP, depressants, opiates, methadone, methaqualone, benzodiazepines, "designer" drugs, and synthesized substance with similar effects. The term "drugs" also includes prescription and over the counter medications which are being abused, as well as inhalants such as glue and nitrous oxide.

**SECTION 12.04 CODES OF CONDUCT**

**A. Purpose**

The Rules of Conduct are published for the benefit of all Agency personnel and are intended to ensure conformance to departmental, local, state, and federal laws, statutes, ordinances, policies, and rules and regulations. The rules of conduct also provide guidelines for expected moral and ethical conduct.

**B. Policy**

It is the policy of this Agency to provide all employees with a copy of these Rules of Conduct. It shall be the responsibility of the employees to familiarize themselves and comply with all such policies, orders, directives, rules and regulations of this Agency.

**C. Violation of Rules**

Agency personnel shall not commit or omit any acts which constitute a violation of any of the rules, regulations, directives, orders or policies of this Agency, whether stated in these Rules of Conduct or elsewhere. All Agency personnel shall be responsible for their own acts, and they shall not shift to others the burden, or responsibility, for executing or failing to execute a lawful order or duty.

**D. Truthfulness**

When asked by the Administrator or his/her designee, including supervisory personnel, all Agency personnel will answer questions truthfully and to the fullest extent of their knowledge. Failure to answer truthfully could result in disciplinary action up to and including discharge.

**E. Unbecoming Conduct**

All Agency employees shall conduct themselves at all times, both on and off duty, in such a manner as to reflect most favorably on this Agency. Conduct unbecoming shall include that which tends to bring this Agency into disrepute or reflects discredit upon the employee as a

member of this Agency, or that which tends to impair the operation and efficiency of this Agency or the individual employee.

**F. Immoral Conduct**

All Agency personnel shall maintain a high level of moral conduct in their personal and business affairs which is in keeping with the highest standards.

Dispatchers shall not participate in acts resulting in convictions of a misdemeanor or felony, by virtue of sentence, that would constitute: unlawful sexual behavior; assault under color of authority; dishonesty associated with official duties; theft; illegal narcotic activity; or domestic violence.

**G. Conformance to Laws**

Agency personnel shall obey all laws of the United States, the State of California, and of any local jurisdiction. Any conviction for a violation of any law (excluding traffic infractions) may be cause for disciplinary action. For purposes of this section "conviction" shall mean a conviction by a judge, a conviction by a jury and/or a plea of nolo contendere.

**H. Seeking or Accepting Gifts, Gratuities, Bribes or Rewards**

It is prohibited for Agency personnel to solicit or accept from any person, business, or organization, any gift, gratuity, bribe or reward, for the benefit of the employee, if it may be reasonably inferred that the person, business, or organization:

1. Seeks to influence action of an official nature or seek to affect the performance or nonperformance of an official duty
2. Has an interest which may be substantially affected directly or indirectly by the performance or non-performance of an official duty.
3. Food and Other Services: When making purchases, whether on or off duty, employees shall pay the register tape/presented ticket price(s) for food or any other services. Discounts will not be solicited by any employee where his/her official position is used to affect same. Employees shall always be prepared to "tip" the discount if given.
4. Personnel are not encouraged to frequent locations where it is known that discounts are obtainable, and the Administrator reserves the right to limit or deny access to a problem establishment.

**I. Associations**

Agency personnel shall avoid voluntary associations or dealings with persons whom they know, or should know, or have reason to believe:

1. Seek to influence action of an official nature or seek to affect the performance or nonperformance of an official duty
2. Have an interest, which may be substantially affected directly or indirectly by the performance or non-performance of an official duty
3. Are racketeers, sexual offenders, felons, suspected felons, persons under criminal investigation or indictment, or who have a reputation in the community for felonious involvement or criminal behavior, except as

necessary in the performance of official duties, familial relations or other incidental contact

**J. Use of Drugs**

Agency personnel shall not use any controlled substances, narcotics, or hallucinogens except when prescribed in the treatment of the employee by one legally authorized to prescribe such medication. When controlled substances, narcotics, or hallucinogens are prescribed, and the employee is taking these substances while on duty or in such close proximity to going on duty that it would create an effect, employees shall notify their supervisor. (NOTE: Controlled substance is defined under 11007 and 11054 through 11058 H&S).

**K. Use Of Alcohol On Duty**

Agency personnel shall not drink intoxicating beverages while on duty. Employees shall not appear for duty, or be on duty, while under the influence of intoxicants to any degree whatsoever, or have an odor of intoxicants on their breath.

**L. Insubordination**

Insubordination is the willful refusal to obey a lawful order or directive given and understood. A lawful order or directive given to a subordinate shall be followed regardless of the method of conveyance. The willful failure to obey orders constitutes grounds for discipline up to and including termination.

**M. Conflicting or Illegal Orders**

Agency personnel who are given an otherwise proper order, which is in conflict with a previous order, regulation, directive or manual, shall respectfully inform the superior issuing the order of the conflict. If the superior issuing the order does not alter or retract the conflicting order, the order shall stand.

Under these circumstances the responsibility shall be upon the superior. Employees shall obey the conflicting order and shall not be held responsible for disobedience of the order previously issued. However, employees shall not obey any order, which they reasonably believe would require them to commit any illegal act. If in doubt as to the legality of the order, employees shall request that the person issuing the order confer with higher authority or clarify the order.

**N. Public Appearances and Statements**

Agency personnel shall not publicly criticize or ridicule this Agency, its policies, or employees, by speech, writing or other expression, where such expression is defamatory, obscene, unlawful, tends to undermine the effectiveness of this Agency, interferes with the maintenance of discipline, or is made with reckless disregard for truth or falseness.

Agency personnel shall not spread rumors about a member of the Agency concerning his/her personal character or conduct to the detriment of such person.

Agency personnel shall not address public gatherings, appear on radio or television, prepare any articles for publications, act as correspondents, release or divulge investigative information, or any other matter of this Agency, while holding themselves out as having an official capacity in such matters without having obtained official sanction or authority.

Any speech, writing or other expression made where the listener or reader is led to believe that the employee is acting as a spokes-person on behalf of the Agency will be governed by the above.

**O. Abuse of Position**

**1. Use of Official Position or Identification**

Agency personnel are prohibited from using their official position, official identification cards or badges for personal or financial gain, and obtaining privileges not otherwise available to them except in the performance of duty. Employees may not lend their identification cards or badges to another person, or permit them to be photographed or reproduced.

**2. Use of Name, Photograph or Title**

Agency personnel shall not permit or authorize the use of their names, photographs, or official titles which identify them as members of the West Cities Police Communications Center, in connection with testimonials or advertisements of any commodity or commercial enterprise.

**3. Approval Needed for Items for Sale or Distribution**

All pins, t-shirts, stationery, business cards and any other such items representing the West Cities Police Communications Center are to be approved by the Administrator, prior to production, use or display. This includes any use of the Agency badge, pins, Agency logo or other wording which could be construed as being endorsed by the management of our Agency, whether the items are offered for sale or general distribution to members of our Agency or the public.

**P. Endorsements and Referrals**

Agency personnel shall not recommend or suggest in any manner, when acting in their official capacity, the employment or procurement of a particular product, professional or commercial service (such as an attorney, ambulance service, towing service, bondsman, mortician, etc.).

**Q. Identification**

Agency personnel shall carry their identification cards on their persons at all times, except when impractical or dangerous to their safety or to an investigation. They shall furnish their name and badge or Agency identification number, while on duty, to any person requesting that information, except when the withholding of such information is necessary for the performance of duties, or is authorized by proper authority.

**R. Request for Assistance**

When any person requests assistance or makes complaints or reports, either by telephone or in person, all pertinent information will be obtained in an official and courteous manner, and will be properly and judiciously acted upon consistent with established Agency procedures.

**S. Reporting for Duty**

Agency personnel shall report for duty at the time and place required by assignment or orders and shall be physically and mentally fit to perform their duties. They shall be properly equipped and cognizant of information required for the proper performance of duty, so that they may immediately assume their duties.

The Administrator, or his/her designee, shall be responsible for maintaining employee attendance records which shall be forwarded to the Personnel Office on standardized forms and at times specified by the Personnel Officer or designee.

Except in extraordinary circumstances, an employee who is unable to report for work at the beginning of his or her established shift, shall notify the on-duty supervisor as soon as possible and no later than six hours before commencement of such shift. Failure to provide such notification may result in the unreported period of absence for the first day being considered as leave without pay.

Any unauthorized absence may be cause for disciplinary action, up to and including discharge from employment. Authorized absence is defined as: Permission to be absent from duty for a specified purpose with the right to return before or upon the expiration of the leave period.

**T. Sleeping on Duty**

Agency personnel shall remain awake while on duty. If unable to do so, they shall so report to their immediate supervisor who shall determine the proper course of action.

**U. Neglect of Duty**

Agency personnel shall not engage in any activities or personal business which would cause them to neglect or be inattentive to duty.

**V. Telephones, Names, Addresses**

All employees of the Agency shall have a telephone in their place of residence, or maintain a cell phone which allows the agency access to contact the employee at all times. - Employees shall not use "call block" or other devices to prevent reception of telephone calls from the agency. Employees will maintain their telephones in good working order. Employees must respond as soon as possible to any attempt to be contacted by the agency. Employees are responsible for reporting their full residence address (P.O. Box is not acceptable) and telephone number to the Administrator. Any change must be reported within 5 days. This information will be strictly confidential and not released to individuals outside the Agency, unless so authorized by the employee.

**W. Fictitious Illness or Injury Reports**

Agency personnel shall not feign illness or injury, falsely report themselves ill or injured, or otherwise deceive or attempt to deceive any official of this Agency as to the condition of their health.

**X. Personal Appearance**

1. Agency personnel on duty shall wear uniforms or other clothing in accordance with established departmental procedures.
2. Agency personnel on duty shall maintain a neat, well-groomed appearance in accordance with established departmental regulations.

**Y. Use of Tobacco**

Agency personnel shall not smoke/chew or otherwise use tobacco products when they:

1. Are in formation



2. Have to leave their assignment or post for the sole purpose of doing so
3. Are dealing in person with the public or are in public view
4. Are inside any marked or unmarked police vehicle owned or leased by the JPA or any member agency
5. Are inside the Seal Beach Police Agency/West-Comm facility.

Smoking at all other times will be in compliance with applicable ordinances.

**Z. Employment Outside of Agency**

The maximum hours an employee may engage in outside employment shall be 20 hours per week. When an employee wishes to engage in outside employment, he/she shall submit a Secondary Employment Form to the Administrator describing the nature of the work, employer, number of hours to be worked, etc. **Approval must be received from the Administrator before beginning any outside employment for compensation.**

In all cases of outside employment, the primary duty, obligation and responsibility of an employee is at all times to the Agency.

1. Outside employment shall mean any work undertaken by an employee of this Agency for financial or property gain. All employees may work at second job(s) provided that such employment does not:
  - (a) Interfere with their ability to perform their regularly assigned duties for West-Comm
  - (b) Require special considerations for scheduling work hours with the Agency
  - (c) Create an actual or potential conflict of interest with their duties as a West-Comm employee
  - (d) Require or permit utilization of work products in their secondary employment; Work products (e.g. plans, specifications, procedures, software programs, manuals, JPA-issued equipment, etc.) developed by employees, other JPA employees or consultants
  - (e) Conflict with any existing municipal, state, or federal laws or regulation which prohibit such employment conflict
2. Permission for outside employment shall not be approved for an employee of the Agency to work:
  - (a) At any location or in any employment which will tend to bring the Agency into disrepute, or to reduce an employee's efficiency or usefulness as an employee thereof
  - (b) In any Alcoholic Beverage Control licensed establishment where the sale of alcoholic beverages is the principal business
  - (c) In any employment requiring any affiliation, membership or allegiance which would tend to interfere with the proper discharge of his/her duties as an employee of the Agency or the public interest

- (d) In the uniform of the Agency except as assigned the Administrator
  - (e) In any employment requiring the service of civil processes
  - (f) On investigations or other work in which he/she must avail him/herself of his/her access to confidential or restricted police information, records, files or correspondence
  - (g) Involves such time demands as would render performance of his or her duties as a local agency employee less efficient
  - (h) Which tend to expose the JPA to the potential of having to defend itself or its employee against suits for negligent training and/or supervision related to his or her dispatcher status
  - (i) An employee shall not engage in outside employment while carried on sick leave, IOD, or forced Administrative Leave/suspension – pending disciplinary investigation, except by special written permission of the Administrator or his/her designee
  - (j) Outside employment shall not be approved for work to be performed at a time which will conflict with the employee's normal tour of duty
3. The employee's Administrator will review the request and approve the employment if:
- (a) The employment is not of a prohibited type.
  - (b) The outside employment will not interfere with the employee's efficiency in performing his regular duties.

If the application for secondary employment is denied, the application will be returned to the employee with an explanation of the denial. If the employee requests an appeal, the application, denial, and request for review will be submitted to the Administrator within 14 days. The Administrator will have 14 days to respond to the appeal. A written response will be returned to the employee. Additional appeals will be governed by Personnel Rules and Regulations outlined by the JPA. Outside employment may not begin until approval for same is granted.

The immediate supervisor of an employee permitted to engage in outside employment shall become aware of all conditions surrounding such permit and that supervisor will initially determine what action should be taken if and when a problem seems to be forming.

By completion of the Secondary Employment Form, employees acknowledge the terms and restrictions of such requested secondary employment as set forth in this procedure. Secondary Employment Forms must be submitted and approved annually. It is the employee's responsibility to re-submit the Secondary Employment Form annually and no later than January 15 of each succeeding year of the continued secondary employment. The form should list all the responsibilities/duties in their secondary employment and indicate any changes in conditions from the prior secondary employment requests. All secondary employment requests shall be submitted annually to the Administrator for approval.

**AA. Operation of Vehicles**

Agency personnel shall operate official vehicles in a careful and prudent manner, and shall obey all laws of the state and all departmental orders pertaining to such operation. Employees shall set a proper example for other persons by their operation of official vehicles.

Seat belts shall be worn by the occupants of any JPA owned or operated vehicle, excluding motorcycles, while it is in use.

Agency personnel assigned take home vehicles will use the vehicles in a manner consistent with current Agency policies.

When employees drive any vehicle requiring other than a regular driver's license they shall possess the required class endorsement. Loss or suspension of driving privileges by DMV or a court shall be reported to the Agency immediately.

Any employee who operates a JPA vehicle or any motor vehicle on JPA-related business shall have in his/her possession a current, valid driver's license. Employees whose job duties include operating or driving a motor vehicle shall immediately notify their immediate supervisor of any restrictions, suspensions or revocation of their driver's license. Failure to do so may result in disciplinary action against the employee.

**AB. Use of Agency Equipment**

Agency personnel shall utilize Agency equipment only for its intended purpose, in accordance with established departmental procedures and shall not intentionally abuse, damage or lose Agency equipment. All Agency equipment issued to employees, including manuals, shall be maintained in proper order.

**AC. Proper Use of Computers, Internet and Electronic Messaging**

Employees may send brief point-to-point messages over Mobile Data Terminals (MDT's, MDC's or similar devices) and station computer terminals when the content is primarily relating to official business matters of the West Cities Police Communications Center. Matters of a personal nature should be limited to brief messages, with more lengthy exchanges conducted in person or over the telephone when appropriate. In all cases, the use of the MDT/MDC terminals shall not inhibit the safe driving of a Agency vehicle or the performance of one's duties.

Agency computers and internet connections are to be used primarily for Agency business. Accessing internet sites containing objectionable material, except during the course of an authorized investigation, is prohibited. Agency members are responsible for all the data or material downloaded to or from an E-Mail or Internet site to their computer or E-mail address. Members shall immediately report the receipt of any unwanted, unsolicited or objectionable material to their supervisor.

The content of all electronic messages on the JPA computer network, as well as all messages to and from an outside source, will be subject to review. There should be no expectation of privacy while using JPA equipment.

**AD. Prohibited Message Content**

MDT/MDC (or similar devices) and all forms of electronic mail or messaging shall not contain any language or comments concerning:

1. Sexual remarks in any context
2. Ethnic comment or joke
3. Profanity
4. Mental or Physical Disability
5. Rumor

6. Negative comment concerning other employees, citizens and/or supervisors
7. Complaint concerning the Agency
8. Any and all jokes or off color remarks relating to the use of police force, citizen contacts and/or dispositions of calls for service

Point-to-Point MDT/MDC (or similar type device) and all electronic messaging shall be maintained for Agency review.

An assigned Agency supervisor shall randomly review MDT/MDC and/or electronic mail or messages on a weekly basis to determine message content and conformity with this procedure.

**AE. Dissemination of Information**

Agency personnel shall treat the official business of this Agency as confidential. Information regarding official business shall be disseminated only to those for whom it is intended, in accordance with established departmental procedures. Employees may remove or copy official records or reports from any law enforcement installation only in accordance with established departmental procedures and state laws.

If employees of this Agency are contacted regarding the employment background of a past or present employee, they will refer the inquiring individual to the Administrator.

**AF. Intervention**

Agency personnel shall not use their position, or knowledge gained by employment with this Agency, to intervene in, or interfere with any case, or investigation being handled by this Agency, or any other agency.

**AG. Processing Property**

Property which has been discovered, gathered or received in connection with departmental responsibilities, will be processed in accordance with established departmental procedures.

Agency personnel shall not convert to their own use, manufacture, conceal, falsify, destroy, remove, tamper with or withhold any property found in connection with an investigation or other police action.

**AH. Abuse of Process – Withholding Evidence**

Agency personnel shall not convert to their own use, manufacture, conceal, falsify, destroy, remove, tamper with, or withhold evidence or information, or make false accusations of a criminal, traffic or administrative charge.

**AI. Departmental Reports**

Agency personnel shall submit all necessary reports on time and in accordance with established departmental procedures. Reports submitted by employees shall be truthful and complete. No employee shall knowingly enter or cause to be entered any inaccurate, false, or improper information.

**AJ. Political Activity**

1. Agency personnel shall be permitted to:

- (a) Register and vote in any election
  - (b) Express opinions as individuals privately and publicly on political issues and candidates
  - (c) Attend political conventions, rallies, and similar political gatherings
  - (d) Actively engage in any legal political function
  - (e) Sign political petitions as individuals
  - (f) Make financial contributions to political organizations
  - (g) Serve as election judges or clerks in performance of duties as prescribed by state or local laws
  - (h) Hold membership in a political party and participate in its functions to the extent consistent with the law and consistent with this section
  - (i) Participate fully in public affairs to the extent that such endeavors do not impair efficient performance of official duties, or create real or apparent conflicts of interest
2. Agency personnel are prohibited from:
- (a) Using their official capacity to influence, interfere with or affect the results of an election
  - (b) Directly or indirectly, using, promising, threatening or attempting to use any official influence in aid of any partisan political, activity, or to affect the result of any election to partisan or political office, or upon any other corrupt condition or consideration
  - (c) Engaging in any political activity while on the premise of the West Cities Police Communications Center and/or in the uniform prescribed for any dispatcher or employee of the JPA or during any hours in which he/she has been directed to perform his assigned duties

**AK. Labor Activities**

Agency personnel shall have the right to join labor organizations, but nothing in these regulations shall compel this Agency to recognize or to engage in collective bargaining with any such labor organizations, except as provided by law.

**AL. Use of Polygraph, Medical Examination, Photographs, Lineups**

- 1. Polygraph Examinations: Agency personnel may voluntarily submit to polygraph examinations when the examinations are specifically directed and narrowly related to a particular investigation being conducted by this Agency.
- 2. Medical Examinations; Tests; Photographs; Lineups: Upon probable cause, and on the order of the Administrator, or his/her designee, ballistics, chemical or other tests, photographs, or lineups, shall be administered.

All procedures carried out under this section shall be specifically directed and narrowly related to a particular administrative investigation being conducted by this Agency.

**AM. Personnel In Custody**

When an employee of this Agency is taken into custody by officers of the JPA member agencies or of any other jurisdiction, the Administrator will be notified immediately. When the Administrator is not available, the Dispatch Supervisor or on-duty supervisor shall be notified.

The Administrator or Dispatch Supervisor may respond to the place of confinement and advise the employee that he/she is suspended immediately, pending further investigation. The supervisor will obtain all Agency property in possession of the concerned employee.

An immediate investigation shall be conducted by the assigned supervisor and the results provided to the Administrator and the Administrative Oversight Staff.

**AN. Violations of General Orders**

Any employee violating a General Order or any part thereof is subject to appropriate disciplinary action

**CHAPTER 13.**  
**AMENDMENTS AND REVISION TO THE PERSONNEL AND RULES**

**SECTION 13.01 AMENDMENTS TO THE PERSONNEL RULES AND REGULATIONS**

The Administrative Oversight Staff, as it deems necessary, may amend, change or revise these Rules and Regulations. The Technical Operations Committee and/or the Administrator may, as he/she/they deem necessary, present to the Administrative Oversight Staff, for review and consideration, amendments, changes and revisions to these Rules and Regulations. Any employee who suggests any amendment, change, or revision shall submit such suggestions in writing to the Administrator.

**SECTION 13.02 NOTIFICATIONS OF AMENDMENTS**

All amendments, changes and revisions shall be made available to all employees of the JPA in the manner and form prescribed by the Administrator.

**CHAPTER 14.**  
**MISCELLANEOUS**

**SECTION 14.01 ADMINISTRATIVE REGULATIONS**

The Administrator is authorized to issue additional administrative policies to carry into effect these Rules and Regulations. The Administrator is also authorized to approve supplementary operating personnel rules and regulations not in conflict with these Rules. Such supplementary rules and regulations must be presented to the Technical Operations Committee for review and approved by the Administrative Oversight Staff.

**SECTION 14.02 AVOIDANCE OF INEQUITIES**

The Administrative Oversight Staff is authorized to issue special adjustments to avoid or eliminate inequities resulting from the strict application of any of the provisions of these Rules and Regulations.