

# **William James Association**

## **Employee Handbook**

**NOTE:** *Sections highlighted in yellow are specifically relevant to Prison Arts Project (Arts in Corrections) Teaching Artist Employees*

Revised by Laurie Brooks  
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**Approved by the Board of Directors  
October 5, 2019 Board Meeting**

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7/17/19

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## 1.0 Welcome

### 1.1 A Note from the Executive Director

Welcome to the William James Association. We hope that your employment with WJA will be rewarding and enjoyable. We take pride in our employees as well as in the services we provide.

William James Association complies with all federal and state employment laws, and this handbook generally reflects those laws. William James Association also complies with any applicable local laws, although there may not be expressly written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are applicable to all employees.

Please read this handbook carefully. **Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment.** This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. William James Association reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the workplace.

If you have questions about your employment or any provisions in this handbook, contact me or the Administrative Director, Lisa Noble.

We wish you success in your employment with the William James Association!

All the best,

Laurie Brooks  
Executive Director  
William James Association

## 1.2 Mission Statement

William James Association promotes work service in the arts, environment, education, and community development. Our major concern has been transformative arts experiences in nontraditional settings, working with prisoners, high-risk youth and formerly incarcerated, aka returned residents.

## 1.3 At-Will Employment

Your employment with William James Association is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave William James Association at any time, with or without notice and with or without cause.

Nothing in this handbook or any other William James Association document should be understood as creating a contract of guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. The Executive Director has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the authorized representative of William James Association. The Board of Directors has such authority over the Executive Director.

If a written contract between you and William James Association is inconsistent with this handbook, the written contract is controlling.

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

## 2.0 Purpose, Authority and Roles

### 2.1 Purpose of this Handbook

This handbook informs you of the terms and conditions of your employment, including William James Association policies and procedures. The handbook is not a contract. William James Association reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment.

## 2.2 Authority and Roles

The Board of Directors delegates to the Executive Director the authority and responsibility for the day-to-day administration of this agency, including the management of personnel and these personnel policies. The Executive Director is accountable to the Board of Directors. The staff is accountable to the Executive Director.

## 2.3 Changes to Policies and the Document

Changes to policies and guidelines herein will be disseminated in a timely fashion by PDF distribution of the entire handbook.

These Personnel Policies may be reviewed and updated as needed, as determined by the Executive Director, and approved by the Board of Directors.

Changes in policies shall be effective upon approval of the Board of Directors.

## 2.4 Ethics Code

William James Association will conduct business honestly, transparently and ethically wherever operations are maintained. We strive to improve the quality of our services and maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound judgment. We are committed to cultural diversity, equity and inclusivity throughout our organization – in our services and in our personnel. **Our employees are expected to adhere to high standards of business and personal integrity as a representation of our practices.**

## 2.5 Conflicts of Interest

William James Association is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, safety, security, undue financial benefit, and morale. If there is any actual or potential conflict of interest between you and a contractor, vendor or supplier to William James Association, you must disclose it to the Executive Director. **If you are in contact with someone who you visit, correspond with or are related to who is in a prison, jail or other carceral system in which WJA operates, you must disclose this as a potential conflict of interest to the Executive Director.** If an actual or potential conflict of interest is determined to exist, William James Association will take such steps as it deems necessary to reduce or eliminate this conflict.



## 3.0 Hiring and Orientation Policies

### 3.1 Job Descriptions

- Job responsibilities may be subject to change.
- Additional Job responsibilities may be assigned.
- William James Association retains the right to reassign or transfer job positions and responsibilities.

### 3.2 Posting of Openings

It is the policy of William James Association to carry out recruitment for all positions based on equal opportunity as follows:

*WJA is committed to providing equitable and inclusive access to meaningful arts engagement by dismantling barriers, systematically and strategically. We are committed to fully engaging underrepresented populations in all aspects of our operation that will help us to be more inclusive of all marginalized people regardless of race/ethnicity, age, disability, sexual orientation, gender, gender identity, socioeconomic status, geography, citizenship status, or religion.*

### 3.3 Hiring Process and Introductory Period

- When a position is vacant, consideration shall be given to promoting or hiring a current employee or volunteer. Any current employee or volunteer may express interest in a vacant position in confidence to the Executive Director.
- References are required for job applicants.
- A letter of hire shall be sent to the candidate chosen. It shall include the job title, rate of pay, date of employment, and policies regarding introductory status, overtime, compensatory time, and benefits.
- All employees, during their first week on the job, shall receive a letter confirming employment and rate of pay, along with pertinent information including employment forms and these personnel policies. The employee is required to sign and return to the Executive Director a copy of the letter confirming that they accept the conditions of employment and have read this Employee Handbook.
- An introductory period is specified for all new hires. The standard introductory period is 90 days. Completion of this time period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

### 3.4 Required Employment Documentation

In order to begin employment with William James Association, you will need to turn in the following documents:

- W-4
- I-9
- Valid Identification for I-9
- Handbook Receipt
- Any Applicable Licenses, Certifications and Permits

You cannot start work until these documents have been received.

### 3.5 Employment of Relatives and Friends

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

If the potential conflict involves the Executive Director, the Executive Director must inform the Chair of the Board of Directors. Exceptions to these policies must have the written approval of the Board of Directors **prior** to making a commitment to hire.

Where a potential conflict arises as a result of changed circumstances after hiring (e.g., marriage), it is the responsibility of the supervisor to bring this situation to the attention of the Executive Director and/or Board of Directors.

### 3.6 Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with William James Association. If you are currently employed and have not complied with this requirement or if your status has changed, inform the Executive Director.

## 3.7 Training

In most cases, training employees is done on an individual basis. Even if you have had previous experience in the specified functions of your job duties, it is necessary for you to learn our specific procedures, as well as the responsibilities of the specific position. If you ever feel you require additional training, consult the Executive Director.

## 3.8 Employment Classifications

The Fair Labor Standards Act (FLSA) establishes minimum wage, overtime pay, recordkeeping, and youth employment standards affecting employees in the private sector and in Federal, State, and local governments.

**Regular Full-Time.** Regular full-time employees are those who have completed their introductory period and are regularly scheduled to work 32 or more hours per week.

**Regular Part-Time Personnel** All employees who work fewer than 32 hours per week are considered part-time.

**Exempt Personnel.** If you are classified as exempt at the time of your hiring, you are not eligible for overtime pay as otherwise required by federal, state, or local laws. If you have a question regarding whether you are exempt or nonexempt, contact the Executive Director or Administrative Director for clarification.

**Non-Exempt Personnel.** Nonexempt employees are not exempt from Federal Labor Standards Act requirements. Employees who fall within this category must be paid at least the federal minimum wage for each hour worked and given overtime pay of not less than one-and-a-half times their hourly rate for any hours worked beyond 40 each week, 8 hours in a day, or on the 7<sup>th</sup> day in a week.

**Temporary.** Temporary employees are hired for a specific period or specific work project, not to exceed 6 months in duration. William James Association reserves the right to extend the duration of temporary employment where necessary. Temporary employees are not eligible for benefits unless specified otherwise in this handbook or in the benefit plan summaries, or specifically permitted by law.

**Introductory.** employees are defined as those who have not completed their introductory period, generally 90 days. Introductory employees may be terminated at any time without prior written or verbal notice.

**Work-Study.** employees are defined as those who work for the Association under State or Federal job subsidy programs while they are students. Work-study students are not employees of the Association, and are not eligible for benefits under these personnel policies; however, other provisions of these personnel policies are

applicable to work-study students unless specifically contradicted by the program or institution through which they are hired.

## 4.0 Wage, Hour and Attendance Policies

### 4.1 Pay and Hours

**Amount of Pay.** At William James Association, pay depends on a range of factors, including available funding, average pay rates, and market forces. If you have any questions about your compensation, including matters such as paid time off, overtime, benefits, or paycheck deductions, speak with the Executive Director.

**Pay Periods.** There are 24 pay periods per year. We will notify you about the bimonthly pay schedule. In general, your timesheet is due on the 15<sup>th</sup> and the last day of each month. The pay schedule is subject to change per our payroll service – gusto – and we will keep you informed. **It is the employee's responsibility to track their time each day they work and report it twice monthly per the schedule to be provided by WJA.**

If there is an error on your paycheck, report this to the Administrative Director immediately and WJA will issue you any missed pay as soon as possible.

**Advances.** Advances against paychecks are permitted with the approval of the Executive Director; advances may be for no more than the anticipated amount of the next paycheck, and will be deducted from the next paycheck if not repaid beforehand.

**Raises.** Merit raises may be determined by the Executive Director following the employee's annual review. Cost of Living Adjustments are made at the discretion of the Executive Director and are determined by available funding and a review of comparable data in local nonprofit organizations and/or government agencies.

All raises are subject to the annual budget approved by the Board of Directors. The Board of Directors considers and approves any raises for the Executive Director.

**Hours.** The normal workweek begins on Sunday at 12:00AM and ends the following Saturday at 11:59PM. Daily working hours vary in relation to different assignments, particularly where weekend meetings and conferences are required.

**Lost Paychecks.** Please report lost paychecks to the Administrative Director immediately. You may be charged the cost of canceling the prior paycheck.

**Lockdown or Cancelled Classes.** Call before you head out and if programming is cancelled, you lose the day. If there's a cancellation in the time it takes to get there, we will pay you for one class. In the event of long-term lockdowns, we will do our best to find alternate programming options.

## 4.2 Meal and Rest Periods Policy

William James Association strives to provide a safe and healthy work environment and comply with all federal and state regulations regarding meal and rest periods. Meal and rest periods are intended to provide employees with an opportunity to be away from work, and employees are strongly encouraged to refrain from working during meal and rest periods.

**Meal Periods.** If you are nonexempt and work more than five hours in a workday, you will be provided an unpaid, uninterrupted 30-minute meal period no later than the end of your fifth hour of work and will be required to record this in the timekeeping system. If you work fewer than six hours in a work day, you may mutually agree with your manager to waive the meal period.

If you are nonexempt and work more than 10 hours in a workday, you will be provided a second unpaid, uninterrupted one-hour meal period no later than the end of your tenth hour of work. If you work no more than 12 hours in a workday and have taken the first meal period, you may mutually agree with your manager to waive the second meal period.

**Rest Periods.** If you are nonexempt, you will also be provided paid, 10-minute rest periods based on total hours worked daily and you are not required to "clock out" from the timekeeping system. You will receive 10 minutes of uninterrupted rest time for every four hours of work, or major portion of each four hours worked. Accordingly, if you work:

- Less than three and a half hours, you are not entitled to a rest period.
- Three and a half to six hours, you are entitled to a 10-minute rest period.
- Six to 10 hours, you are entitled to two 10-minute rest periods.
- Ten to 14 hours, you are entitled to three 10-minute rest periods.

Rest periods are to be taken in the middle of the four-hour work period when possible. Rest periods should not be combined or added to meal periods or used to start work later or end work early.

Employees are responsible for taking their break time based on the guidelines above and **recording meal breaks** on their timesheet.

### **4.3 Overtime**

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by the Executive Director.

At certain times William James Association may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, nonexempt employees will be paid one and one-half times their regular rate for all hours worked over 40 hours in a work week, over eight hours in a work day, and for the first eight hours on the seventh consecutive day of work in a work week. Nonexempt employees will be paid two times their regular rate for all hours worked in excess of 12 hours in a workday or in excess of eight hours on the seventh consecutive day of work in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

### **4.4 Direct Deposit**

William James Association encourages all employees to enroll in direct deposit. Typically, the bank will begin the direct deposit of your payroll within 30 calendar days after you submit your completed application. If you have selected the direct deposit payroll service, a written explanation of your deductions will be given to you on paydays described in the preceding sections in lieu of a check.

### **4.5 Paycheck Deductions**

William James Association is required by law to make certain deductions from your pay each pay period. This includes income and unemployment taxes, Federal Insurance Contributions Act (FICA) contributions (Social Security and Medicare), and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the number of allowances you list on your federal Form W-4 and applicable state withholding form. You may also authorize voluntary deductions from your paycheck such as contributions for insurance premiums, retirement plans, spending accounts, or other services. Your deductions will be reflected in your wage statement.

William James Association will not make deductions to your pay that are prohibited by federal, state, or local law. If you have any questions about deductions from your pay, contact the Administrative Director. You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found,

you will receive an immediate adjustment, which will be paid no later than your next regular payday.

## 4.6 Attendance Policy

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your manager. You may be required to provide documentation of any medical or other excuse for being absent or late where permitted by applicable law. William James Association reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

## 4.7 Travel Time Pay

Some nonexempt positions within William James Association require travel. If you are nonexempt and are required to travel in the course of conducting your work, you will be paid in the following way:

- travel to another site to work for the day, travel time to the assigned work place will be paid.
- Travel to and from your home and your regular worksite is not paid.
- When you are required to report to a site other than your regular work site, and you go directly to that site without first going to the regular workplace, William James Association will pay travel time for any time in excess of your normal commute time to the regular site.
- If you are required to travel to a distant workplace, you will be paid travel time in addition to time worked.
- Your travel hours are "hours worked" for the purposes of calculating overtime.

## 4.8 How To Record Your Time: Hourly employees

Federal and state laws require William James Association to keep accurate records of hours worked by nonexempt (hourly) employees. All nonexempt employees are required to enter their hours worked accurately, including all requisite meal breaks and any rest periods of more than 20 minutes. You are required to notify William James Association of any pay discrepancies, unrecorded or mistakenly recorded work hours, or any involuntary missed meal or break periods.

Changes to your timesheet must be approved in writing or email by your manager. Timesheets are due on a bimonthly schedule to be provided per our payroll service.

**There are 24 pay periods per year. In general, your timesheet is due on the 15<sup>th</sup> and the last day of each month. It is the employee's responsibility to track their time each day they work and report it twice monthly upon request.**

Falsification of time records or recording time for other employees may result in discipline up to and including termination of employment.

## **4.9 Job Abandonment**

If you fail to show up for work or fail to call in for a period of three consecutive days, you will be considered to have abandoned your job. If you abandon your position a reasonable attempt will be made to contact you regarding your final paycheck. If we have not heard from you then the paycheck will be mailed to the address on file within 72 hours of your last missed day of work.

## **4.10 One Day Rest in Seven**

In accordance with California law, nonexempt employees are generally permitted, on average, one day of rest for every seven days of work depending upon scheduling and business needs as well as availability and interest in additional hours of work.

# **5.0 Business Expense Policy**

## **5.1 Non-travel Expenses**

Approved business expenses are the reasonable and necessary expenses incurred by employees to achieve legitimate business purposes that are not covered by normal William James Association procurement processes.

**Employer-Sponsored Events and Business Meetings.** William James Association pays for expenses necessary to achieve a valid work-related purpose when meetings are held with partners, donors, contractors, vendors, or other William James Association employees. The most senior William James Association individual present is to pay for and report all expenses.

**Entertainment.** William James Association pays for entertainment expenses only when they clearly benefit William James Association and include supporters or partners and are promotional in nature. The most senior individual present is to pay for and report all expenses.

**Education and Training.** William James Association pays for expenses associated with attendance at conferences, classes and seminars that enhance job-related skills. Prior approval must be obtained by the Executive Director. See policy under, "6. Benefits: Education and Training"



**Gifts.** You may present gifts only under exceptional circumstances and with prior approval of the Executive Director.

**Other Expenses.** William James Association will pay for postage and telephone expenses that are for business purposes.

**Reporting.** Report approved expenses on the standard expense report form and include a description of the expense, its work-related purpose, date, place, and valid receipts.

## 5.2 Travel Expenses

Travel expenses are the reasonable and necessary expenses incurred by employees when traveling on approved William James Association work-related trips. Travel is limited to business activities for which other means of communication is inadequate and for which prior approval from the Executive Director has been received.

**Personal Vehicles.** You may not use your personal vehicle for business travel without authorization. When using your own vehicle for business purposes, you must maintain insurance coverage as required by law. Employees using their own cars for approved agency business shall be reimbursed at a mileage rate equal to that set by the State of California.

**Travel Expenses.** William James Association pays the actual amounts incurred for appropriate expenses when you are on travel assignments, with maximum reimbursement based on the following state of California rules and rates:  
<http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>

**Advances.** William James Association does not generally provide cash travel advances. Normally, you will be expected to use personal credit cards and/or your own cash and submit approved expenses on the standard Expense Report Form.

**Reporting.** Report approved expenses and include a description of the expense, its business purpose, date, place, and valid receipts.

## 5.3 Use of Employer Credit Cards

All employees in the possession of a credit card issued by William James Association will adhere to the strictest guidelines of responsibility for the protection and proper use of that card.

Submit all sales receipts generated by use of William James Association credit card monthly to the Administrative Director. Your William James Association credit card may not be used for personal reasons. Use of the credit card is restricted to approved business related expenses.

Any unauthorized purchases made with a credit card issued by William James Association will be the cardholder's responsibility. You must reimburse any such purchase to William James Association within 30 days.

Immediately report lost or stolen William James Association cards to your the Administrative Director. Failure to follow this policy may result in disciplinary action up to and including discharge.

## **6.0 Benefits**

### **6.1 Benefits Introduction**

All regular full-time and regular part-time employees, working a schedule of at least 20 hours per week, are eligible for benefits as outlined in this section. **Temporary and regular part-time employees whose regular schedule is less than 20 hours per week are not eligible for these benefits, except those that are mandated by law such as Paid Sick Leave.** Overtime hours are not considered when determining benefit eligibility.

**All employment and compensation at William James Association is subject to available funding and is at-will. No portion of these personnel policies is to be construed as a contractual commitment or obligation.**

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

William James Association currently provides individual medical, dental and vision insurance benefits for eligible full-time and part-time regular employees. Employees are eligible after 91 days of employment or change of status making them eligible.

Full health, dental and vision insurance premiums are paid by William James Association for employees regularly working 20 hours or more a week. William James Association pays 100% of health, dental and vision insurance premiums for eligible employees. Dependent coverage is available at the employee's expense.

Information about William James Association's health/dental/ vision plan(s) will be provided to the employee at the time of employment.

An employee who elects to join their spouse or partner's employer-sponsored health insurance plan, may take a cash-in-lieu-of benefits policy under a Section 125 plan. WJA will pay employees cash-in-lieu-of-benefits at a flat rate of \$500 per month for employees working 32 or more hours per week, prorated for employees who work 20 to 32 hours.

The employee shall sign a waiver of coverage and submit verification of coverage by their spouse's/legal domestic partner's employer-sponsored plan annually.

This benefit, as well as other benefits, may be canceled or changed at the discretion of William James Association, unless otherwise required by law.<sup>1</sup>

### **6.3 Retirement Plan**

All employees are eligible to participate in the retirement plan. Employer percentage contributions to the retirement program is reviewed and determined annually by the Board of Directors. Information about WJA's retirement plan will be provided to the employee at the time of employment.

As with your insurance benefits, refer to your Summary Plan Description (SPD) provided by the benefits administrator for specifics. This benefit, as well as other benefits, depends on available funding and may be canceled or changed at the discretion of William James Association, unless otherwise required by law.

### **6.4 Education and Training Assistance**

We believe in the continuing education of our employees. If William James Association sends you to a class, conference or training program during normal working hours related to your employment you will be paid for that time.

If you are interested in attending a class and having William James Association pay for your attendance, you are required to provide advance written notice describing the class, including the subject matter, length, and cost. Depending on the type of training, you may be reimbursed some or all of the fees, including materials expenses, meals, and transportation.

### **6.5 Holidays**

Full-time employees are offered the following holiday benefits. Part-time employees working 20 hours or more are entitled to a prorated equivalent, e.g. an employee working 50% FTE gets 4 hours off for a single day holiday.

- William James Association offers the following paid holidays each year:

December 25 through New Year's Day  
Thanksgiving (fourth Thursday and Friday in November)  
Martin Luther King, Jr. Day  
Presidents' Day

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<sup>1</sup> A Consolidated Omnibus Budget Reconciliation Act (COBRA) sub-policy will be adopted when WJA has 20 or more employees.

Cesar Chavez Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Employee's birthday

- Holiday time may not be accrued and added to vacation time.
- A holiday that falls within a vacation period shall not be counted as a vacation day.
- A holiday that occurs while an employee is absent for sickness or injury shall not count against the employee's sick leave credit.
- Holidays that fall on a Saturday or Sunday or a day the employee is not regularly scheduled to work are to be taken on the publicly observed alternative day or by cooperation with other staff at the discretion of the Executive Director, preferably within one week of the scheduled holiday.

## 6.6 Vacation Policy

Vacation is paid to regular full-time William James Association employees as follows:

- First Four Years of employment: 10 Days (80 hours). Accrued at 1 hour per every twenty-six hours worked.
- Four through nine years of employment: 15 Days (120 hours). Accrued at 1 hour per every seventeen and  $\frac{1}{3}$  hours worked.
- Ten and more years of employment: 20 Days (160 hours). Accrued at 1 hour per every thirteen hours worked.

Accrual of vacation time begins on the first day of employment and is distributed through monthly paychecks. Part-time employees working 20 or more hours/wk earn vacation prorated according to the proportion of their regular workweek to a full-time workweek and their length of employment per above. Temporary employees are not eligible for vacation benefits.

Employees schedule their own vacation time, subject to the approval of the Executive Director. Any conflict in vacation requests will be decided based on seniority and organizational needs. You will not be eligible to receive pay instead of vacation time, except upon termination.

If a holiday occurs during your vacation you will not be required to utilize vacation time for the holiday. If you are sick while on vacation, you may, with your doctor's verification, request a substitution of sick leave for vacation leave.

Normally no vacation time may be taken before it is earned; exceptions must be approved by the Executive Director; exceptions for the Executive Director must be approved by the Board of Directors.

**Maximum Accrual.** Although you may carry over unused vacation time from year to year, there is a cap on the amount of vacation time you can accrue of 160 hours. Once you reach your cap, you will not accrue any more vacation until you use some of the time in your account and drop below the cap. After your balance goes below the cap, you will begin accruing vacation time again. However, you will not receive retroactive credit for time worked while you were at the cap limit.

At the time of separation, all accrued vacation will be paid to the employee.

## 6.7 **Paid Sick Leave**

**Reasons for leave.** Paid sick leave may be used for the employee or a family member for the following reasons:

- Preventive care or diagnosis.
- Care or treatment of an existing health condition, including mental health.
- For specified purposes for victims of domestic violence, sexual assault or stalking.

**Covered family members.** A family member is defined as an employee's parent, child, spouse, registered domestic partner, grandparent, grandchild or sibling.

Eligible employees will start to earn at least one hour of paid leave for every 20 hours worked as soon as they begin their employment. They can start using this accrued paid sick leave on the 90th day of employment.

Accrued paid sick leave shall carry over from year to year up to a maximum of 30 days (240 hours) for full-time employees. *This limitation on accrual of sick leave benefits is prorated accordingly for part-time employees.*

The Executive Director may require a release statement from a medical or mental health professional before sick leave is approved in excess of five consecutive working days.

If an employee becomes ill or injured while on vacation, she/he may, with doctor's verification, request a substitution of sick leave for vacation leave.

There is no payment of accumulated sick leave.

Sick leave may not be accumulated during emergency leave, leave of absence, or medical, family leave.

## 6.8 **Disability Insurance**

If you are unable to work for at least eight days due to a non-work-related illness or injury, or a pregnancy-related disability, you may be eligible for disability insurance

benefits. Disability insurance is a component of California's State Disability Insurance (SDI) program, which is administered by the California Employment Development Department (EDD) and is funded by workers through SDI payroll deductions. Disability insurance provides eligible employees with up to 52 weeks of partial wage replacement benefits. Benefit amounts are based on a percentage of your wages paid during a specific 12-month base period, determined by the date your claim begins.

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

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

You are responsible for filing your claim and other forms promptly and accurately with the EDD. To learn more about the SDI program, including eligibility requirements and benefits, or to make a claim for DI benefits, contact the EDD ([www.edd.ca.gov](http://www.edd.ca.gov)).

William James Association will be notified that you have submitted a disability insurance claim.

## **6.9 Unemployment Compensation Insurance Policy**

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

## **6.10 Workers' Compensation Insurance Policy**

Workers' compensation provides benefits to employees who sustain work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at William James Association, no matter how slightly, you are to report the incident immediately to the Administrative Director and Executive Director. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify the Executive Director and Administrative Director immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

### **6.11 Social Security**

Employees are covered by the Old Age, Survivor's and Disability Insurance provisions of the Social Security Act. The employee's contribution is made through payroll deductions, and the agency contributes a matching amount as required by law.

### **6.12 Leaves of Absence**

Unpaid leave of absence without benefits may be granted for special purposes, for no more than three (3) months, and must be approved by the Executive Director for all staff except the Executive Director. The Executive Director's unpaid leave request must be approved by the Board of Directors. An employee may not accumulate seniority, vacation or sick time while on leave. Failure to return as scheduled at the end of a leave will result in termination of employment.

### **6.13 Bereavement Leave**

William James Association recognizes the importance of taking leave when there is a death in the family. Employees working 20 or more hours/week are entitled to take up to 3 days off with pay in cases of life-threatening illness or death. Authorized leave without pay is available for extended funeral matters. Personal leave time may also be taken when necessary. Notify the Executive Director of your intention to take bereavement leave as soon as the need arises. William James Association may request documentation to support absences for bereavement leave.

### **6.14 Jury Duty Leave**

William James Association encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify the Executive Director as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a week's absence due to jury duty.

If you are classified as nonexempt and work 20 hours or more per week, you will be compensated for up to five (5) working days (40 hours) for time spent on jury duty. After that, you may opt to use vacation in place of unpaid leave.

William James Association reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

## **6.15 Crime Victim Leave**

William James Association provides employees who are the victim of a violent felony or serious felony (or the family member of a victim of a violent felony or serious felony) with unpaid leave in order to attend judicial proceedings related to the crime. A family member under this policy includes a spouse, domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather.

When the need for leave is foreseeable, you must provide documentation of the scheduled proceeding. Such notice is typically given to the victim of the crime by a court or government agency setting the hearing, a district attorney or prosecuting attorney's office, or a victim/witness office. If advance notice is not possible, you must provide appropriate documentation within a reasonable time after the absence.

Any absence from work to attend judicial proceedings will be unpaid, unless you choose to take paid time off, such as accrued vacation.

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

## **6.16 Family and Medical Leave**

Unpaid leave without benefits shall be granted for medical or family care for up to three (3) months and may be granted for a longer period of time at the discretion of the Executive Director, or Board of Directors in the case of the Executive Director. Sick and vacation time may be used during Medical or Family leave.

California's Paid Family Leave (PFL) insurance program provides eligible employees with up to six weeks of partial wage replacement in any 12-month period to take time off from work to bond with a new child (either by birth, adoption, or foster care placement) or to care for a seriously ill family member (child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner). The 12-month period begins on the day a claim is submitted.

PFL insurance is funded entirely by workers through state disability insurance (SDI) payroll deductions. If you are currently receiving benefits from SDI or workers' compensation insurance, you may not be eligible to receive PFL benefits. The



California PFL insurance program does not create a right to a leave of absence, job protection, or job reinstatement.

The PFL insurance program makes benefits available to eligible employees through the California Employment Development Department (EDD). Apply for PFL insurance directly with the EDD. Contact the EDD for information on eligibility or to obtain a claim form. Medical and other documentation may be required.

## **6.17 Voting Leave**

If your work schedule prevents you from voting on Election Day, William James Association will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of the Executive Director, consistent with applicable legal requirements.

## **6.18 Witness Leave**

If you are required by law to appear in court as a witness, you may take unpaid time off to do so, provided you give William James Association reasonable advance notice.

## **6.19 Military Leave (USERRA)**

William James Association complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to the Executive Director. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify the Executive Director of your intent to return to employment based on requirements of the law.

# **7.0 Performance Reviews, Discipline, Layoff, and Termination**

## **7.1 Regular Performance Review**

1. Evaluations are performed by the employee's supervisor as follows:

- a. Introductory employees shall be evaluated 90 days after commencing employment.
  - b. Regular employees will be evaluated at least annually, at the anniversary of hire.
  - c. Evaluations are also held when a change in status or a merit increase is under consideration, and at any other time deemed necessary by the supervisor.
2. Evaluations shall be both oral and written and include an exchange of expectations of both employee and supervisor. Both the employee and the supervisor shall sign the written evaluation and a copy kept in the employee's personnel file.
  3. The Board of Directors is the Executive Director's supervisor. The Chair of the Board of Directors, or their designate, shall solicit comments in confidence from agency staff. The Executive Director shall be evaluated annually.

## **7.2 Termination of Employment**

- Employees are requested to give at least two weeks' notice of resignation and more if possible. The Executive Director is requested to give two months' notice.
- Typically, a regular employee will be given two weeks advance notice of release.
- Employees shall return all agency property upon termination.
- Layoffs due to lack of funding shall be based on evaluations of work performance and agency needs, and shall be recommended by the Executive Director to Board of Directors prior to any termination(s).

## **7.3 Standards of Conduct**

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

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

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.

- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Inaccurate reporting of the hours worked by you or any other employees.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of William James Association or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying William James Association property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
- Disclosure of proprietary and confidential information (i.e. contact information without prior consent, financial records, unpublished research data, human resource records, grant proposals, etc.) of William James Association staff, Board members, volunteers, donors, customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Working unauthorized overtime.
- Solicitation of fellow employees on William James Association premises during working hours.
- Failure to dress according to William James Association policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at this William James Association.
- Gambling on William James Association premises.
- Lending keys or keycards to William James Association property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

## **7.4 Disciplinary Process**

Violation of William James Association policies or procedures may result in disciplinary action, including demotion, transfer, leave without pay, or termination of employment. William James Association encourages a system of progressive discipline depending on the type of prohibited conduct. However, William James Association is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value

of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Management will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while William James Association is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

## 7.5 Problem Solving Procedures

William James Association strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the workplace to the attention of the Executive Director. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of William James Association staff, board or any other persons or entities related to William James Association, bring your concerns to the attention of the Executive Director at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue. If you have already brought this matter to the attention of the E.D. before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to the Board Chair. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have. For conduct or activity on the part of the Executive Director, present your concerns to the Board Chair.

**ALTERNATIVE DISPUTE RESOLUTION:** In the event of any misunderstandings, the parties agree to follow this procedure: (1) discuss and attempt to negotiate a resolution of the matter as described above; and (2) agree to use mediation services provided by California Lawyers for the Arts or another mutually selected, neutral provider to work out an amicable resolution.

## **7.6 Promotions**

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

All employees promoted into new job positions will undergo a 90-day introductory period as described in the New Hires and Introductory Periods policy. Unlike new hires, however, such employees will continue to receive William James Association benefits for which they are eligible.

## **7.7 Post-Employment Reference Policy**

William James Association policy is to confirm dates of employment and job title only. With written authorization, William James Association will confirm compensation. Forward any requests for employment verification to the Administrative Director.

## **7.8 Exit Interview**

You may be asked to participate in an exit interview when you leave William James Association. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist William James Association in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

## **8. CEI and EEO Statements, Non-harassment, Workplace Protection, and Accommodations Policies**

### **8.1 Cultural Competency, Equity, and Inclusion Statement**

We believe in the power of the arts to change hearts and minds and to inspire social change. We recognize that a pervasive and painful history of prejudice and privilege throughout our society has resulted in mass incarceration that is skewed to harm people of color. WJA is committed to providing equitable and inclusive access to meaningful arts engagement by dismantling barriers, systematically and strategically.

We are committed to fully engaging underrepresented populations in all aspects of our operation that will help us to be more inclusive of all marginalized people regardless of race/ethnicity, age, disability, sexual orientation, gender, gender identity, socioeconomic status, geography, citizenship status, or religion.

Disparities and discrimination are daily occurrences that are entrenched in long standing majority privilege and power inside and outside of the arts; tackling issues surrounding these occurrences requires an understanding of the root causes of disparities within our society. We recognize that individuals whose identities intersect with those of other “minority” statuses often experience compounded mistreatment that is amplified by the interaction of race.

We are thoughtfully researching and implementing new methods of thinking within our organizational culture, including staff hiring, board recruitment, outreach, artist selection, resource allocation, partnerships, programs, policies and procedures. WJA acknowledges that there are different methods of communication, and embraces a variety of communication styles that will allow for equitable access.

We are committed to incorporating culturally inclusive values into the design, delivery and evaluation of services and to providing staff, teaching artists, board members and volunteers with ongoing professional training to ensure cultural competency. Personnel that we engage will be provided with the knowledge and skills required to manage cross-cultural relationships effectively and provide culturally diverse resources and reference materials in all our programs with the goal of providing equitable opportunities and outcomes for all.

WJA strives to be an organization that celebrates everyone’s life experiences, their voices and their histories. We see elevating the influence and power of people of color as a key way to realize just and fair inclusion. By consistently bringing new perspectives to our decision-making, forming and maintaining relationships and alliances with diverse and underserved groups, we help to shift the status quo and do our part toward broader systemic and societal change.

## **8.2 Equal Employment Opportunity Policy**

William James Association is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race, ethnicity, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition (including genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding and/or related medical conditions), gender, gender identity, gender expression (including transgender), sexual orientation, military or veteran status, citizenship status, or any other status protected by federal, state, or local laws. William James Association is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

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

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Manager or any other designated member of management.

## **8.3 Accommodations for Nursing Mothers**

William James Association will provide nursing mothers reasonable break time to express milk for their infant child(ren).

If you need breaks to express milk, you may use your regular paid rest breaks or may take other reasonable break time when needed. If possible, the break time should run concurrently with scheduled meal and rest breaks already provided to you. If the break time cannot run concurrently with meal and rest breaks already provided or additional time is needed, the break time will be unpaid if you are a nonexempt employee.

If you are nursing, William James Association will make reasonable efforts to provide you a private room in close proximity to your work area, other than a restroom, to express breast milk. The room will be clearly designated and either have a lock or a

sign on the door to indicate when the room is in use.

Expressed milk can be stored in company refrigerators. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator.

You are encouraged to discuss the length and frequency of these breaks with your Executive Director.

## **8.4 Disability Accommodation**

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

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

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

After receiving your request, William James Association will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by William James Association in connection with a request for accommodation will be treated as confidential.

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

If leave is provided as a reasonable accommodation, such leave may run



concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

William James Association will not discriminate or retaliate against employees for requesting an accommodation.<sup>2</sup>

## **8.5 Religious Accommodation**

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

## **8.6 Policy Against Workplace Harassment**

William James Association has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), race, ethnicity, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition (including genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding and/or related medical conditions), gender, gender identity, gender expression (including transgender), sexual orientation, military or veteran status, citizenship status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, applicants, unpaid interns, volunteers, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

## **8.7 Sexual Harassment**

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an

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<sup>2</sup> ADA is required for employers of 15 or more. However, we intend to accommodate people with disabilities.

individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to William James Association or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults, or blocking or impeding movements.

## **8.8 Other Harassment**

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age (40 and older), race, ethnicity, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition (including genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding and/or related medical conditions), gender, gender identity, gender expression (including transgender), sexual orientation, military or veteran status, citizenship status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and

- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

## **8.9 Reporting Discrimination and Harassment**

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify the Executive Director or Chair of the Board of Director. William James Association prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

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

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

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

In addition to our internal complaint procedure, employees may also contact either the Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH) to report unlawful harassment.

The EEOC and the DFEH serve as neutral fact-finders and will attempt to assist the parties to voluntarily resolve their disputes. For more information, contact the nearest EEOC or DFEH office.

## 8.10 Policy Against Workplace Violence

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of William James Association, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

**Zero Tolerance Policy.** William James Association has a zero-tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

**Prohibited Conduct.** Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Organization property or while performing Organization business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

**Reporting Incidents of Violence.** Report to your Executive Director in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

**Violations.** Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

**Retaliation.** Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to the Executive Director. If you believe you have been wrongfully retaliated against by the Executive Director, immediately report the matter to the Chair of the Board of Directors.

## **8.11 Accommodations for Victims of Domestic Violence, Sexual Assault, or Stalking**

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

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

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

Upon receiving a request, William James Association will engage in a timely, good faith, and interactive process with you to determine effective reasonable accommodations.

If you no longer need an accommodation, you must notify William James Association that the accommodation is no longer needed. If circumstances change and you need a new accommodation, you must request one.

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

- A police report showing that you were the victim of domestic violence, sexual assault, or stalking.
- A court order protecting you from the perpetrator or other evidence from the court or prosecuting attorney that you appeared in court.
- Documentation from a medical professional, domestic violence or sexual assault victim advocate, health care provider, or counselor showing that your absence was due to treatment for injuries from domestic violence or sexual assault.

**Unpaid Leave.** William James Association will also provide victims of domestic violence, sexual assault, or stalking with unpaid leave to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of you or your child.

You may use available vacation, personal leave, or accrued paid sick leave, for your leave unless you are covered by a collective-bargaining agreement that states otherwise.

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

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

**Confidentiality.** William James Association will maintain the confidentiality of anyone requesting time off or requesting an accommodation under this policy,

except as required by federal or state law or as necessary to protect your safety in the workplace.

**Retaliation.** William James Association will not retaliate against a victim of domestic violence, sexual assault, or stalking for requesting or obtaining leave or a reasonable accommodation in accordance with this policy.

## **9.0 Safety and Loss Prevention**

### **9.1 General Safety Policy**

It is the responsibility of all William James Association employees to maintain a healthy and safe work environment. Report all safety hazards and occupational illnesses or injuries to the Executive Director as soon as reasonably possible and complete an occupational illness or injury form as needed. Failure to follow William James Association health and safety rules may result in disciplinary action, up to and including termination of employment.

### **9.2 Security**

All employees are responsible for helping to make William James Association a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or similar devices to the Administrative Director immediately. Refrain from discussing specifics regarding Organization security systems, alarms, passwords, etc. with those outside of William James Association.

Immediately advise your Administrative or Executive Director of any known or potential security risks and/or suspicious conduct of employees, customers, or guests of William James Association. Safety and security is the responsibility of all employees and we rely on you to help us keep our premises secure.

### **9.3 Drug-Free Workplace Policy**

William James Association recognizes that drugs in the workplace can create health and safety problems for all workers and must be addressed. Therefore, it is the policy of William James Association that:

1. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace.

2. Each William James Association employee and subcontractor will receive a copy of this policy.
3. Each William James Association employee and subcontractor will be notified that, as a condition of employment or contract, they are required to:
  - (a) Abide by William James Association's Drug-Free Workplace policy; and
  - (b) Notify the Association **in writing** of any criminal drug conviction (including a plea of nolo contendere) for a violation that occurred in the workplace, no later than 5 calendar days after such conviction.
4. William James Association will take one of the following actions within 30 calendar days of receiving notice of the conviction:
  - (a) Take appropriate disciplinary action against the employee consistent with the Civil Service Rules; and/or
  - (b) Require the worker to participate in a drug abuse assistance or rehabilitation program approved by a Federal, state, or local health or law enforcement agency. Upon successful completion of this program, the employee may be entitled to return to William James Association's employment.
5. William James Association adopts the regulations of the CDCR as applied to behavior on prison grounds:
  - (a) Possession of alcohol, marijuana or any controlled substance is a felony on prison grounds.
  - (b) any indication of any amount of alcohol, marijuana or any controlled substance consumption can be grounds for exclusion from prison property. We will not pay for workshops missed under these circumstances. Intoxication may result in discipline up to and including termination.
6. William James Association informs workers about the dangers of drug abuse in the workplace, the availability of drug counseling and rehabilitation programs, William James Association's policy of maintaining a drug-free workplace, and the disciplinary actions that may be taken for violations.
7. For programs established under a Federal grant, William James Association agrees to abide by the requirements of the Drug-Free Workplace Act.



## 10.0 Communications, Confidentiality and Advocacy

### 10.1 Requirements Regarding the State of California Department of Corrections and Rehabilitation

William James Association (WJA) contracts with the California Arts Council to work in the California State Prisons. By agreement, all persons working under such contract must adhere to all CDCR rules and policies, including the California Code of Regulations, Title 15, and regulations for Operations and Programs Regulations.

All WJA staff should familiarize themselves with the [Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates- CDCR 181](#).

#### **William James Association follows employee rules based on Regulation 3415:**

**EMPLOYEES OF OTHER AGENCIES.** "PERSONS WHO ARE NOT EMPLOYED BY THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION, BUT WHO ARE ASSIGNED TO OR ENGAGED IN WORK AT ANY DEPARTMENT FACILITY MUST OBSERVE ALL RULES, REGULATIONS AND LAWS GOVERNING THE CONDUCT OF EMPLOYEES AT THAT FACILITY. FAILURE TO DO SO MAY LEAD TO EXCLUSION FROM DEPARTMENT FACILITIES."

This applies to all WJA staff and WJA contractors. If you have any questions regarding these regulations contact the Executive Director.

#### **Any William James Association sponsored activity authorized by the California Dept of Corrections and Rehabilitation, conforms to CDCR policies including the following:**

**Familiarity.** Reference: CA Code of Regulations, Title 15, Section 3400 Familiarity

WJA Employees must not engage in undue familiarity with inmates, parolees, or the family and friends of inmates or parolees. Whenever there is reason for an employee or contractor to have personal contact or discussions with an inmate or parolee or the family and friends of inmates and parolees, the employee must maintain a helpful but professional attitude and demeanor. WJA Employees must not discuss their personal affairs with any inmate or parolee.

**Employee and Inmate/Parolee Relations.** Reference: CA Code of Regulations, Title 15, Section 3401 Employee and Inmate/Parolee Relations

(a) Except as provided in (e) below, WJA Employees shall not take, deliver or otherwise transmit, either to or from any inmate or member of an inmate's family; any verbal or written message, document, item, article or substance.

(b) Except as provided in (e) below, WJA Employees shall not contact, correspond or otherwise communicate with any inmate, parolee or member of an inmate's or parolee's family.

(c) If a WJA employee is contacted by any inmate, parolee or member of an inmate's or parolee's family, other than under circumstances specified in (e) below, the WJA employee shall immediately notify, in writing, the Executive Director or the WJA Board of Directors.

(d) Any WJA employee who is asked, coerced or otherwise contacted by any person to transmit, take or relay any message, item or substance, either to or from, any inmate, parolee or member of an inmate's or parolee's family, by other than approved means or circumstances, shall immediately notify, in writing, the Executive Director or the WJA Board of Directors. It shall then be the responsibility of the Executive Director or Board of Directors to bring this matter to the attention of appropriate CDCR staff.

(e) Exceptions to the above prohibitions are as follows: In the execution of their assigned duties, WJA Employees shall issue, or receive from inmates any mail, packages, supplies and other items due or permitted them according to department policy and local procedures.

**Incompatible Activity.** Reference: CA Code of Regulations, Title 15, Section 3413

Employees shall not engage in any other employment or activity inconsistent or incompatible with employment by WJA and work within the CDCR. Conduct deemed to fall in such categories includes, but is not limited to the following:

- Employment of participation in any activity of an illegal nature,
- Using for private gain the time, facilities, equipment, or supplies of the state

## **10.2 Confidentiality**

- Employees shall not release information to the news media without the authorization of the Executive Director.
- Employees shall not release any information on donors without prior donor consent.
- Employees shall not share anyone's telephone numbers or emails with others without prior consent from that person. Share the request with them instead.
- Participants in some agency programs are entitled to confidentiality regarding their participation. Programs subject to this requirement are designated by the Executive Director. No information, including acknowledgment that an individual is or has been a participant or recipient in such programs, will be released without prior written consent of that individual.

## **10.3 Social Media Policy**

The use of social media (Facebook, Twitter, etc.) in relation to your work for the California Department of Corrections and Rehabilitation (CDCR) is governed by Title 15, the Director's Rules.<sup>3</sup>

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<sup>3</sup> References: CCR Title 15 section 3260-67 Public Information 3413, Incompatible Activity

As an employee you may have access to privileged information about students and prison workers. You are not allowed to publicize that information in social media without the specific authorization of the institution's Public Information Officer. Given the public nature of social media sites, you are advised to refrain from referring to your work teaching in prison in any but the most general ways.

Consider that your students, their families and friends, and your fellow prison workers may have access to the information you post on social media.

#### **10.4 Media Policy and Third Party Disclosures**

From time to time, William James Association may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit. If you receive such a contact, you should not speak on behalf of William James Association and should refer any call requesting information to the Executive Director.

#### **10.5 Advocacy, Lobbying and Political Activity**

In order to work toward making systematic change necessary to achieving our mission, William James Association may engage in advocacy or *active support for a cause, idea, or policy*. From time to time, William James Association may advocate on public policy issues that support the mission of the organization, that affect the ability of our clients to participate in our programs, or impact policies that may harm our nonprofit status, operations, or funding.

Advocacy positions on specific issues related to the mission of William James Association will be determined by the Executive Director or the Board of Directors.

Lobbying on behalf of William James Association is prohibited without prior Approval from the Board of Directors. *Grassroots Lobbying* is an active effort to influence legislation by encouraging the public to take action on a specific legislation. *Direct Lobbying* is an attempt to influence legislation through communication with members or employees of a legislative body, or governmental official. Direct lobbying refers to expressing a view on specific legislation or a specific proposal not yet introduced as legislation. Both kinds of lobbying must be an insubstantial part of the organization's activities, and all time and expenses must be tracked by staff.

William James Association may work with coalitions and associations to advocate or lobby for a cause, idea or policy of work of an association or other non-profit provided the work is in support of our mission, and it has prior approval from the Board of Directors.

William James Association staff is prohibited from speaking or supporting one candidate over another candidate and does not support any political parties. William James Association works with both political parties in legislative efforts. If we ask one candidate for office to speak at events or conferences, an invitation will be extended to any opposing candidates as well.

## **11.0 General Policies**

### **11.1 Use of Personal Vehicle**

All employees required to operate a motor vehicle as part of their employment duties must maintain a valid driver's license, acceptable driving record, and appropriate insurance coverage. William James Association may run a motor vehicle department check to determine your driving record. It is your responsibility to provide a copy of your current driver's license and insurance coverage for your personnel file. Any changes in your driving record, including, but not limited to, driving infractions or changes to your insurance policy, must be reported to William James Association.

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

- Under the influence of drugs, alcohol, or any other substance that might impair your judgment or ability to drive; or
- Texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

### **11.2 Bulletin Board**

William James Association maintains an official bulletin board located Suite C for providing employees with official William James Association notices, including wage and hour laws, changes in policies, and other employment-related notices. You are responsible for being informed about this material by periodically reviewing the bulletin board. Only authorized personnel may add and remove notices from the bulletin board.

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

Software programs purchased or developed by William James Association are to be used only for William James Association. By using William James Association hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy as well as city, state, and federal laws and regulations. It is the policy of William James Association to respect all computer software rights and to adhere to the terms of all software licenses to which William

James Association is a party.

You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or William James Association to both civil and criminal penalties under the United States Copyright Act.

You may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by William James Association.

## **11.4 Employer-Provided and Personal Cell Phone Policy**

The purpose of this policy is to provide guidance to employees regarding William James Association-provided cell phones and plans, and the appropriate use of personal phones for work purposes.

You must have a legitimate business need for a cell phone/mobile device and the issuance of same must be approved by the Executive Director. The typical legitimate reasons employees may need a cell phone/mobile device include frequent business travel or for key personnel who must be immediately reachable during an emergency.

When the cell phone/mobile device is used for personal reasons and the activity results in additional cost to William James Association, you are responsible for the cost of that usage, including all applicable taxes. Make note of personal calls and reimburse William James Association after review of the monthly call detail.

If the cell phone/mobile device has a flat rate airtime/data plan, you are responsible for reimbursing William James Association when personal activities cause the plan threshold to be exceeded.

William James Association owns and remains entitled to all cell phone/mobile devices, including all passwords controlling access to them. You may not change those passwords except with permission. At the time of employment termination, all such equipment and passwords must be returned to William James Association in operable condition.

To use your personal cell phone for work purposes, you must obtain authorization from the Executive Director. If you are authorized to use a personal device, you will receive a monthly stipend based on the estimated use of the device. All William James Information must be removed from a device upon termination of employment.

## **11.5 Telephone Use**

William James Association phones are principally for work-related communications. Limit personal use of Organization telephones to brief communications during rest periods where possible.

## **11.6 Voicemail, Email, Cloud and Computer Information Policy**

This Voicemail/Email/Cloud/Computer Policy is intended to provide William James Association (WJA) employees with the guidelines associated with the use of the information in these systems. This policy applies to all employees and any others accessing and/or using the system through onsite or remote terminals.

### **General Provisions**

- All data transmitted or received through WJA information technology (IT) systems is the exclusive property of the WJA. You should not have any expectation of privacy in any communication using WJA IT systems. These IT systems include computers owned by WJA, and outside vendors where data is stored, such as Google Drive, Dropbox, project management, or calendaring software. You will be given a password and/or access code and will have use of the system consistent with this policy.
- The WJA reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded. Any individual who is given access to these systems is hereby given notice that the WJA may exercise this right periodically, without prior notice and without the prior consent.
- The interests of the WJA in monitoring and intercepting data include, but are not limited to: protection of proprietary and confidential information; managing the use of the computer system; and/or assisting employees in the management of electronic data during periods of absence.
- You should not interpret the use of password protection as creating a right or expectation of privacy. To protect everyone involved, no one can have a right or expectation of privacy regarding the receipt, transmission, or storage of data on the WJA computers, or on sites that use a WJA password. Any passwords created for use in WJA work must be provided to the Executive Director or Administrative Director.

## **11.7 Mail Use Policy**

You are required to limit usage of William James Association mail service to business purposes only. You may not use William James Association address to receive personal mail. Report any suspicious packages or envelopes to Executive Director immediately, or to the police if that seems prudent.

## **11.8 Employer Sponsored Social Events**

William James Association holds periodic social events for employees. Unless you have been directed to work at the event by the Executive Director, be advised that your attendance at these events is voluntary and does not constitute part of your work-related duties. Any exceptions to this policy must be approved by the Executive Director in writing or email prior to the event.

Alcoholic beverages may be available at these events. If you choose to drink alcoholic beverages, you must do so in a responsible manner. Do not drink and drive. Instead, please call a taxi or appoint a designated driver.

## **11.9 Off-Duty Use of WJA Property or Premises**

You may not use William James Association property for personal use during working time. You are responsible for returning organizational property in good condition and repairing or replacing any property damaged as the result of personal use or as the result of negligence. This includes the use of copy machines, computers, or office supplies for personal use.

You may only use William James Association facilities during off duty or non-working hours with prior consent from the Executive Director.

## **11.10 Personal Appearance**

Your personal appearance reflects on the reputation, integrity, and public image of William James Association. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. Use common sense and good judgment in determining what to wear to work.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

## **11.11 Telecommuting**

Telecommuting is defined as regularly working a full or partial workday from home or some other alternate work site. William James Association will make telecommuting available to employees when it benefits organizational and departmental needs. This option may not be available in some job classifications due to business needs. The Executive Director will determine, at his or her discretion, the positions within the

department that may be suitable for telecommuting. Telecommuting may be a reasonable accommodation; consult with the Executive Director if you are requesting telecommuting as a reasonable accommodation.

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

William James Association property, including but not limited to phones, computers, tablets, desks, workplace areas, or machinery, remains under the control of William James Association and is subject to inspection at any time, without notice to any employees, and without their presence. You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on William James Association premises including that kept in offices and desks.

## **11.13 Personnel Records**

William James Association maintains a personnel file for all employees. Every effort will be made to keep your personnel confidential. Access is on a "need-to-know" basis only. This includes, but is not limited to, supervisors and others in management reviewing the file for possible promotion, transfer, or layoff.

All employees have the right to inspect and receive a copy of their personnel records. William James Association will make such records available for inspection and/or copying within 30 days of a written request. All requests by an outside party for information contained in your personnel file will be directed to the Administrative Director. The Executive Director and Administrative Director are the only positions that have access to the files.

## **11.14 Whistleblower Policy**

When employees notify the Executive Director, a supervisor, or an appropriate government or law enforcement agency that they have reason to believe their employer is violating a state or federal statute, or violating or not complying with a state or federal rule or regulation, those employees are protected from retaliation. As such, William James Association has a strict policy that prohibits retaliation against employees who make such reports while employed in any form of employment. William James Association also does not permit retaliation against employees who refuse to participate in an activity that would result in a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.

If you have information regarding possible violations of state or federal statutes, rules, or regulations, or violations of fiduciary responsibility by William James



Association, we encourage you to report it immediately to the Executive Director or to the Board Chair. Alternatively, you may contact the California State Attorney General's Whistleblower Hotline at (800) 952-5225. The Attorney General will refer your call to the appropriate government authority for review and possible investigation.

### **11.15 Nonsmoking Policy**

William James Association is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking in the office, client areas, and restrooms is prohibited.

### **11.16 Self-Dealing**

Employees shall not accept gifts, money or gratuities for their personal benefit from participants in, or recipients of, agency programs.

## **12. Closing Statement**

Thank you for reading our handbook. We hope it has provided you with an understanding of our current policies and guidelines. We look forward to working with you to create a successful Organization and a safe, productive, and pleasant workplace.

Laurie Brooks, Executive Director  
William James Association

### **Acknowledgment of Receipt and Review**

By signing below, I acknowledge that I have received a copy of William James Association Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that William James Association has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the Board of Directors of William James Association. I also understand that any delay or failure by William James Association to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of William James Association or affect the right of William James Association to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Organization representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized William James Association representative) or a collective-bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective-bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA).

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by William James Association.

If I have any questions about the content or interpretation of this handbook, I will contact the Administrative Director.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name