



February 13, 2019

9c

CHAIR  
**DEREK J. MCGREGOR**  
Representative of  
General Public

VICE CHAIR  
**CHERYL BROTHERS**  
Councilmember  
City of Fountain Valley

IMMEDIATE PAST CHAIR  
**CHARLEY WILSON**  
Director  
Santa Margarita Water District

**LISA BARTLETT**  
Supervisor  
5<sup>th</sup> District

**DR. ALLAN BERNSTEIN**  
Councilmember  
City of Tustin

**DOUGLASS DAVERT**  
Director  
East Orange County Water District

**VACANT**  
Supervisor  
3<sup>rd</sup> District

ALTERNATE  
**WENDY BUCKNUM**  
Councilmember  
City of Mission Viejo

ALTERNATE  
**JAMES FISLER**  
Director  
Mesa Water District

ALTERNATE  
**LOU PENROSE**  
Representative of  
General Public

ALTERNATE  
**MICHELLE STEEL**  
Supervisor  
2<sup>nd</sup> District

**CAROLYN EMERY**  
Executive Officer

**TO:** Local Agency Formation Commission

**FROM:** Executive Officer  
Legal Counsel

**SUBJECT:** OC LAFCO Update to Personnel Policies and  
Procedures

### **BACKGROUND**

The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code §56000 et seq.) requires that each LAFCO adopt written policies and procedures. The agency's policies and procedures are housed in the "Orange County LAFCO Bylaws, Policies and Procedures Handbook." The OC LAFCO Handbook is divided into five major sections: (I) Commission Bylaws, (II) Accounting and Financial Policies and Procedures, (III) Personnel Policies and Procedures, (IV) Administrative Policies and Procedures, and (V) Project Processing Policies.

In addition to the individual policies identified for review by the Commission in the respective annual work plan, the staff and Legal Counsel, annually reviews the personnel and administrative policies and procedures (Sections III and IV) to identify any amendments that may be necessary due to changes in the law or adjustments in the operating procedures. Any necessary changes to the Administrative Policies (Section IV) will be scheduled for the Commission's April regular meeting.

This year's annual review by staff and legal counsel resulted in multiple recommended administrative changes and additions to the personnel policies and procedures. For ease of review, all proposed changes to the policies are provided in Attachment A and are indicated in a redline format. Those proposed changes are also summarized in the *Table 1* on the next page of this report.

*Table 1: Summary of Proposed Changes*

Attachment	Section	Pages	Summary of Changes
A	Personnel: 3.3B	3	Updates to clarify reporting protocol for EEO complaints.
A	Personnel: 3.6D	7	Updates to align the EO Performance Evaluation Process and adoption of the work plan with the strategic planning session.
A	Personnel: 3.14B	15	Updates to reflect the eligibility of participation of LAFCO employees in the County's 457(b) and 401(a) Defined Contribution Plans.
A	Personnel: 3.15B	15	Updates to align LAFCO employees' eligibility for tuition reimbursement with current policy for the agency's probationary period.
A	Personnel: 3.15B(4)	16	Updates to clarify process for tuition reimbursement.
A	Personnel: 3.17B,D,F	17-19	Updates to include references to allowable uses of sick leave and protocol for use of sick leave.
A	Personnel: 3.23B	30-31	Updates to remove policy language that is not applicable to LAFCO.
A	Personnel: 3.23J	33	Updates to clarify that request for leave must be provided in writing and include required information.


**RECOMMENDATION**

Staff recommends that the Commission:

1. Adopt the updated OC LAFCO Personnel Policies and Procedures as amended.

Respectfully submitted,

  
CAROLYN EMERY

  
SCOTT SMITH

Attachment A: Redline Version of Personnel Policies and Procedures  
Attachment B: Clean Version of Personnel Policies and Procedures

# SECTION 3: Personnel Policies and Procedures

# **Personnel Policies & Procedures of the Orange County Local Agency Formation Commission**

## **PART 1 – Employment**

### **3.1 EMPLOYEE ACKNOWLEDGEMENT FORM**

I have received and read a copy of the Orange County LAFCO ("LAFCO") employee policy manual and understand all the policies, guidelines and procedures stated within. The guideline manual describes important information about LAFCO, and I understand that I should consult the LAFCO Executive Officer regarding any questions I might have. I have entered into my employment relationship with LAFCO voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or LAFCO can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law. Furthermore, I acknowledge that this manual is not a contract of employment.

Since the information, policies, and benefits described herein are necessarily subject to change, I acknowledge that revisions to the manual may occur, except to LAFCO's policy of employment-at-will. I understand that LAFCO reserves the right to modify, supplement or rescind any or all of its policies whenever it deems necessary or useful to do so, at any time with or without notice.

---

EMPLOYEE'S NAME (printed)

---

EMPLOYEE'S SIGNATURE

---

DATE



### 3.2 AT-WILL EMPLOYMENT

#### A. Overview

The intent of this policy is to establish the At-Will-Employment Policy of LAFCO.

#### B. Policy

The employment relationship between Orange County LAFCO and its employees is for an unspecified term and may be terminated by the employee, or LAFCO Executive Officer or the Commission of LAFCO ("Commission") at any time, with or without cause or advanced notice. Also, LAFCO reserves the right to transfer, demote, suspend, or administer discipline with or without cause or advance notice.

None of the policies, procedures, or contents of this manual is intended to create any contractual obligations which in any way conflict with LAFCO's policy of At-Will-Employment. The at-will relationship can only be modified by a written agreement signed by the employee and the LAFCO Executive Officer.

### 3.3 EQUAL EMPLOYMENT OPPORTUNITY POLICY

#### A. Overview

The intent of this policy is to establish the Equal Employment Opportunity Policy of LAFCO.

#### B. Policy

LAFCO is strongly committed to providing equal opportunity to all employees and applicants for employment. LAFCO does not discriminate on the basis of race, color, religion, national origin, ancestry, sex, gender, age, medical condition, sexual orientation, marital status, pregnancy, physical or mental disability, veteran or other protected status, or on the basis of any perception that an applicant or employee has any of these characteristics or on the basis that an applicant or employee is associated with someone who has or is perceived to have these characteristics. LAFCO strictly prohibits the harassment of any individual on any basis listed above (see the Policy Against Harassment for further clarification).

This policy applies to all employment practices, including recruitment, advertising, job application procedures, hiring, firing, advancement, compensation, training, benefits, transfers, social and recreational programs, and any other terms, conditions and privileges of employment.

An employee who believes that he or she has been subjected to any form of unlawful discrimination should make a complaint, preferably written, to the Executive Officer, or if it involves the Executive Officer, to the Chair of the Commission. Complaints should be specific and should include the names of individuals involved and the names of any witnesses. LAFCO will

immediately undertake an effective, thorough and objective investigation and attempt to resolve the situation. If LAFCO determines that unlawful discrimination has occurred, effective remedial action will be taken to determine any future discrimination.

Employees will not be retaliated against for bringing a complaint in good faith under the Equal Employment Opportunity Commitment Policy or the Policy against Harassment, or for honestly assisting in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven. However, disciplinary action may be taken if false or frivolous accusations are made in bad faith.

### **3.4 DISABILITY ACCOMMODATION**

#### **A. Overview**

The intent of this policy is to establish the Disability Accommodation Policy of LAFCO.

#### **B. Policy**

LAFCO is committed to complying fully with state and federal disability discrimination laws. As previously stated, no program or activity administered by the employer shall exclude from participation, deny benefits to or subject to discrimination any individual based on an employee's actual or perceived disability or based on an employee's association with someone who has an actual or perceived disability.

LAFCO is further committed to providing reasonable accommodation to the known physical or mental limitations of an otherwise qualified applicant or employee. If you believe you are a qualified individual with a disability and that you need a reasonable accommodation in order to perform the essential functions of your job, please notify the Executive Officer. The accommodation process is interactive and allows the applicant or employee to identify possible accommodations. However, LAFCO has the right to choose among effective accommodations.

### **3.5 POLICY AGAINST HARRASMENT**

#### **A. Overview**

The intent of this policy is to establish the Policy Against Harassment for LAFCO.

#### **B. Policy**

LAFCO prohibits and will not tolerate harassment of employees, applicants, or persons providing services pursuant to a contract based on factors such as race, color, religion, national origin, ancestry, sex, gender, age, medical condition, sexual orientation, marital status, pregnancy, physical and mental disabilities, veteran or other protected status, including persons perceived to

have any of these characteristics or associating with someone who has or is perceived to have any of these characteristics. LAFCO will also take all reasonable steps to prevent harassment based on protected status by third parties, such as customers, clients and suppliers. All such harassment is prohibited by LAFCO and is against the law.

C. Definition

Harassment is unwelcomed, and inappropriate conduct directed at an employee, based upon one of the characteristics protected under the federal and state anti-discrimination laws, that substantially prevents an employee from performing his or her duties, serves to threaten or intimidate an employee, and/or produce a hostile work environment.

Prohibited unlawful harassment includes, but is not limited to, the following behavior:

1. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
2. Visual conduct such as derogatory and/or sexually-oriented posters, photography, cartoons, drawing or gestures;
3. Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis;
4. Threats, demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors.

D. Reporting and Complaint Procedure

An employee who believes that he or she has been subjected to any form of unlawful harassment should promptly make a complaint, preferably written, to the Executive Officer, or if it involves the Executive Officer, to the Chair of the Commission. Complaints should be specific and should include the names of individuals involved and the names of any witnesses. LAFCO will immediately undertake an effective, thorough and objective investigation and attempt to resolve the situation. If LAFCO determines that unlawful harassment has occurred, effective remedial action will be taken commensurate with the severity of the offense, up to and including termination. Appropriate action will also be taken to deter any future unlawful harassment.

E. Retaliation

Employees will not be retaliated against for bringing a complaint in good faith under the Equal Employment Opportunity Policy or the Policy Against Harassment, or for honestly assisting in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven. However, disciplinary action may be taken if false or frivolous accusations are made in bad faith. An employee who believes that he or she has been subjected to any form of unlawful retaliation

should promptly make a complaint, preferably written, in the same manner as described above. Complaints of harassment will be investigated, and appropriate action will be taken to protect LAFCO employees from any form of unlawful retaliation.

### 3.6 PERFORMANCE MANAGEMENT

#### A. Overview

The intent of the performance review process is to create a supportive, safe, professional performance review process and environment that optimizes the employee's ability to receive and actualize constructive performance feedback and that motivates the employee to authentically and actively pursue personal and professional growth/excellence.

#### B. Performance Review Policy – General Employees

A review and discussion of each employee's performance is conducted to:

- Ensure assigned projects/tasks are completed at an acceptable level of quality to effectively serve the mission, vision, and values of the agency.
- Plan for maximizing employee performance to serve the agency's needs.
- Motivate and assist employees in achieving their personal growth and career objectives.

#### C. Performance Review Procedure – General Employees

The discussion of job performance and goals on an informal, weekly basis is strongly encouraged. The formal employee performance review process will include:

- Assessment of Employee Job Performance - At the beginning of the fiscal year, both the employee and supervisor will complete an assessment of his/her job performance. The assessment will include a summary of projects/tasks completed and a well-organized, clear and in-depth self-analysis of job performance as related to projects/tasks.
- Assessment of Employee Professional Strengths and Weaknesses – Both employee and supervisor will prepare an individual written statement of employee's professional and personal strengths and weaknesses as they relate to the work environment.
- Discussion of Employee Assessments  
Following preparation of the assessments (job performance and professional strengths and weaknesses), a meeting will be convened with the employee/supervisor to compare, contrast and discuss assessments/statements and identify areas for goal setting.
- Development of Discussion of Goals



Based upon discussion with supervisor, employee prepares draft annual goals for discussion and review with the Assistant Executive Officer and/or Executive Officer. Goals should be specific, concise, measurable and represent commitment to professional growth.

- Finalization of Goals and Performance Review

Following goal development, a meeting will be convened involving employee/Assistant Executive Officer/Executive Officer to jointly discuss and finalize employee goals. The employee will be responsible for preparing the final, agreed to written goals and submitting them to supervisor.

Performance reviews will be completed for all General Employees by no later than the end of the first quarter of each fiscal year.

While merit-based pay adjustments are awarded by LAFCO in an effort to recognize truly superior employee performance, positive performance evaluations do not always guarantee increases in salary or promotions. Salary increases, and promotions are solely within the discretion of LAFCO and depend on many factors in addition to performance. Pay increases or bonuses will be tied to the accomplishment of specific established employee goals.

After receiving their review, an employee will be required to sign the evaluation report acknowledging that it has been presented and discussed between the employee and the Assistant Executive Officer or the Executive Officer. LAFCO's provision of performance evaluations does not alter the at will employment relationship.

D. Policy for Executive Officer Performance Evaluation Process (Adopted May 11, 2016)

1. As part of the Strategic Planning process, ~~in March of~~ each year
  - a. The Executive Officer will submit a report summarizing the agency's performance against the previous period's past annual work plan.
  - b. The Executive Officer will also provide a recommended strategic plan and draft annual work plan for the upcoming period.
  - c. The Strategic direction and projects will be prioritized for the upcoming annual work plan at the Annual Strategic Planning workshop.
  - d. The Annual work plan will be adopted ~~at the April~~ by the Commission at a Regular meeting.
2. The Executive Officer will complete a self-evaluation indicating his/her performance against the previous period's annual work plan and Agency goals in accordance with the next period's annual work plan. The Executive Officer will also include a professional development plan for the upcoming period. This can be continuous skills training and exposure to new ideas and concepts obtained through seminars,

professional association programs, conferences or other educational programs.

3. The Chair will provide each Commissioner the Executive Officer's self-evaluation and a blank evaluation form for that Commissioner's completion prior to the full Commission closed session performance discussion.
4. The Chair will lead the Commission's closed session discussion on the Executive Officer's performance and professional development goals and the agency goals, soliciting feedback and input from all Commissioners.
5. The Chair will be given financial parameters for negotiating compensation with the Executive Officer and delegated authority to represent the Commission in compensation discussions with the Executive Officer.
6. The Chair will meet with the Executive Officer to provide the Commission's feedback, sentiments of the discussion and to negotiate compensation.
7. The Chair will report back to the Board to close out the Executive Officer Evaluation Process and to prepare any necessary agenda items and public action required to complete the process.
8. The Executive Committee will meet with the Executive Officer quarterly to check on progress to annual work plan, make any necessary adjustments, and bring the annual work plan back to the Commission for consideration.

### **3.7 PERSONNEL RECORDS**

#### **A. Overview**

The intent of this policy is to clarify the guidelines for treatment of employee personnel records and information.

#### **B. Policy**

Employees have the right to inspect certain documents in their personnel file, as provided by law, in the presence of a LAFCO representative at a mutually convenient time. Employees may add written versions of any disputed item to their file.

LAFCO will attempt to restrict disclosure of an employee's personnel file to authorized individuals within the organization. Any request for information from the file must be made to the Executive Officer or specific designee. Only the Executive Officer or specific designee is authorized to release information regarding current or former employees. Disclosure of personnel information to outside sources will be limited to the extent allowed by law. However, LAFCO will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations, with validly issued

subpoenas and as otherwise required by law or legal proceeding to be released.

### 3.8 TERMINATION

#### A. Overview

The intent of this policy is to explain the types of termination and LAFCO's procedures for processing terminations.

#### B. Policy

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated.

##### 1. Voluntary Resignation

An employee who voluntarily resigns his/her employment is asked to prepare a written letter of resignation informing LAFCO of the intended resignation date. Although not required, employees who voluntarily resign are asked as a courtesy to give LAFCO at least two weeks' notice prior to the resignation date in order to provide time to search for an adequate replacement if necessary and to ensure a smooth transition.

An employee is also considered to have voluntarily terminated employment by failing to report to work for three consecutive scheduled workdays without notice, or without prior approval by the Executive Officer or Assistant Executive Officer.

##### 2. Discharge

The violation of the policies and procedures of LAFCO or any other illegal acts may result in disciplinary action up to and including termination. Disciplinary actions may include verbal and written warnings, suspension, probationary periods, and termination of employment, depending on the conduct involved. LAFCO maintains its at-will status at all times. LAFCO reserves the right to utilize any form of disciplinary action, up to and including termination, at any stage it deems appropriate, depending on the circumstances.

#### C. Exit Interview

LAFCO will generally schedule exit interviews at the time of employment termination. The exit interview will provide an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to LAFCO, or return of property owned by LAFCO. Suggestions, complaints and questions are encouraged. Employees will receive their final pay in accordance with applicable state law.

D. At-Will Employee

Because employment with LAFCO is based on mutual consent, both the employee and LAFCO have the right to terminate employment at will, with or without cause, at any time. Nothing in this termination policy changes the At-Will Employment policy of LAFCO.

E. Benefits

Employee benefits will be affected by employment termination in the following manner. All accrued, vested benefits that are due and payable upon termination will be paid in accordance with applicable state law. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued, and of the terms, conditions and limitations of such continuance.

**PART 2 – Salary and Wage Administration**

**3.9 HIRING AND STAFFING**

A. Overview

The intent of this policy is to provide guidelines on the hiring and staffing practices of LAFCO.

B. Policy

To attract and retain qualified staff for LAFCO, it is the policy of LAFCO to use a criterion-based recruitment process and behavioral-based interview process to ensure the most qualified candidates are hired.

C. Recruiting

Recruiting applicants will be aggressive enough to assure an adequate supply of qualified candidates. The recruitment process may include, but is not limited to, the use of professional recruitment firms, referrals from current or past employees, walk-in applicants, and/or web-based postings.

D. Interviews

The employment interview is a major element in the selection process. It allows the applicant an opportunity to demonstrate his or her capabilities to perform the job and provides information to the candidate about the position. Interviews may be conducted by telephone or in face-to-face sessions.

All interview questions must be job-related and have direct bearing on the tasks of the position. Interviews and questions are standardized so that all applicants are evaluated equally. Questions that express (directly or indirectly) any preference, limitation, or general reference to race, national origin, sex, age, physical handicap or any other protected category are prohibited.

E. Probationary Period

All LAFCO new hires will have a twelve-month probationary period beginning on the first day of employment. The LAFCO supervisor will provide job training during this time period and the employee will be evaluated every three months during the probationary period. LAFCO may terminate an employee during this twelve-month probationary period or at any point in time therein. Nothing in this provision shall alter the at-will status of any employee.

### 3.10 COMPENSATION PRACTICES

A. Overview

The intent of this policy is to provide guidelines on the compensation practices of LAFCO.

B. Policy

It is LAFCO's policy to provide salaried exempt and salaried non-exempt employees with equitable salary compensation for the specific job assignment. The LAFCO salary compensation program is a "pay for performance" system and is designed to ensure LAFCO maintains an equitable value of its jobs while encouraging excellent employee performance. Consideration is given to relevant external factors such as economic conditions and the LAFCO annual budget. The program is implemented through established salary structures and grades, with salary ranges for both exempt and non-exempt employees. These grades provide different rates of pay for positions requiring different degrees of responsibility, experience, skills and knowledge.

Utilization of these criteria permit LAFCO to give individual consideration to each employee's pay in relation to his or her responsibilities, degree of contribution to the success of the agency, and job performance.

C. Salary Increases

Individual salary increases are not awarded on the basis of length of service but based on performance and LAFCO affordability.

Merit Reviews

- a. Merit increases may be awarded during the compensation year in recognition of the employee's performance. The employee's performance is measured primarily on the following criteria as documented in the annual performance review: (1) did the employee successfully achieve his/her agreed upon goals and objectives? (2) What is the employee's overall value to the organization?
- b. The following factors may be considered in the determination of the amount of increase: the employee's position in the pay range; compensation compared to other employees in comparable jobs; and the



annual budget of the organization.

- c. Merit increases, if awarded, are typically effective at the beginning of the fiscal year but may also be deferred to any effective date within the compensation year. Employees may also receive a "pass" on any merit increase in base salary if (1) his/her performance in the fiscal year has not been worthy of an increase, and/or (2) the agency's budget does not have sufficient funds for increases.

- d. Probationary Merit Increase

If an employee is appointed at Step 1 of the salary range, he/she may be eligible to receive a 2.5% step increase upon completion of six-months of service based on his/her performance.

- e. Merit Performance Incentive Pay Program for Employee at Top-Step

Once an employee reaches the top-step of the salary range for his/her classification, each year, in conjunction with the annual performance evaluation, the employee may be eligible to receive Merit Performance Incentive Pay ranging from zero to three percent of his/her annual base salary.

#### D. Organizational Promotion

- a. A promotional increase may be awarded to an employee who experiences a significant change in the level or kind of work performed.
- b. A promotional increase may be awarded to an employee who performs at a high level of competence and has demonstrated readiness to assume broader, more complex assignments if these assignments become available.

Proposed promotions from non-exempt to exempt salaried status, or from hourly to salaried status, must meet the exemption tests of the California Department of Industrial Relations Industrial Welfare Commission Wage Order (California Wage Orders) and the Federal Fair Labor Standards Act.

### 3.11 EMPLOYMENT CATEGORIES

#### A. Overview

The intent of this policy is to define employment classifications so that employees understand their employment status and benefit eligibility.

#### B. Policy

These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and LAFCO.

#### C. Exempt/Nonexempt

Each employee is designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws. An employee's EXEMPT or NONEXEMPT classification may be changed only upon written notification by the Executive Officer. Generally, EXEMPT employees (as defined by the Fair Labor Standards Act of 1938) are not eligible for minimum wage or overtime pay, while NON-EXEMPT employees are eligible.

D. Employment Categories

In addition to the above categories, each employee will belong to one other employment category:

1. Regular Full Time – Employees who are not in an extra help status and who are regularly scheduled to work LAFCO's full-time schedule. Generally, they are eligible for LAFCO's benefit package, subject to the terms, conditions, and limitations of each benefit program.
2. Part Time – Employees who are not assigned to an extra help status and who are regularly scheduled to work less than 30 hours per week. While part time employees do receive all legally mandated benefits (such as Social Security and workers' compensation insurance), they may be ineligible for some of LAFCO's other benefit programs.
3. Extra help – Employees who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Extra help employees retain that status unless and until notified of a change in writing signed by the Executive Officer. Extra help employees are ineligible for LAFCO's benefit programs unless otherwise required by law.
4. Intern – LAFCO sometimes utilizes the services of paid student interns. Interns are used to supplement the LAFCO work force and provide opportunities for local students to gain local government work experience. Employment is for a specified period of time. Interns are ineligible for LAFCO's benefit programs.

E. Job Descriptions

Job descriptions are adopted by the Commission in the Classification and Compensation Resolution. Please refer to Resolution CP 18-04 for the current job descriptions.

**3.12 PAY POLICIES**

A. Overview

The intent of this policy is to explain and clarify wage administration, work hours and time-keeping.

B. Payment of Wages

All of employees are paid biweekly (every two weeks). There are 26 pay periods each year with paydays being every other Friday. In the event that the normal payday falls on a LAFCO holiday, the pay date will be the first day immediately prior to the normal pay date.

C. Pay Advances

LAFCO does not give advances against wages or un-accrued vacation time.

D. Corrections to Payroll

Errors arising from the payroll processing will be worked out with the payroll contact and the employee. Payment due to a correction will be processed in accordance with state law.

E. Overtime Pay

When LAFCO's needs cannot be met during regular working hours, employees may be required to work overtime. All overtime work for nonexempt employees must receive prior authorization of the Executive Officer. Overtime compensation is paid to all nonexempt employees in accordance with federal and state wage and hour laws, based on actual hours worked.

F. Work Hours

Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week, at the discretion of the Executive Officer.

G. Time-Keeping

Accurately recording time worked is the responsibility of every nonexempt employee. Federal and state laws require LAFCO to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Nonexempt employees shall accurately record the actual time they begin and end their work electronically. An employee who submits erroneous timesheets will be subject to discipline, up to and including termination. Altering, falsifying, or tampering with time records may result in termination.

Any modifications to a time record must be initialed by the employee, supervisor and the Executive Officer.

Exempt employees are expected to also keep track of their hours on a timesheet to be provided by LAFCO.

### **3.13 Compensation Structure**

- A. The compensation structure is performance-based with ten-step salary ranges for each classification. (See the Classification and Compensation Resolution CP 18-04 for details)

### **PART 3 – Benefits**

#### **3.14 INSURANCE AND OTHER BENEFITS**

- A. Overview

The intent of this policy is to provide insurance and other benefits to all regular full-time and part-time employees of LAFCO. The Commission will review and may change these benefits on an annual basis at its discretion.

- B. Policy

LAFCO employees will receive health insurance, dental insurance and other insurance depending on their particular classifications. These insurance benefits will generally, but are not required to be, the same as provided to County of Orange employees. LAFCO employees are also eligible to participate in the Orange County Employees Retirement System (OCERS) and the County of Orange Defined Contribution 457(b) and 401(a) Plans.~~Deferred Compensation Program.~~ The Commission will review and establish the benefits annually at its discretion. A Benefits Summary Chart will be prepared annually setting forth these benefits and provided to all LAFCO employees.

#### **3.15 TUITION REIMBURSEMENT**

- A. Overview

LAFCO encourages and supports efforts by its employees to improve their skills and educate themselves for advancement. LAFCO believes that assisting the employee in the pursuit of an educational agenda or to otherwise expand their work-related knowledge base will benefit both the employee and LAFCO.

- B. Policy

All regular full-time employees of LAFCO, who have ~~been employed for at least 90 days prior to enrollment and~~ successfully completed the sixtwelve-month probationary period, are eligible to receive educational assistance.

Upon pre-approval by the Executive Officer, the following reimbursement policies have been outlined to cover tuition and course/seminar or degree related expenses:

1. Maximum company reimbursement for all course or degree related

expenses is \$3,000 per calendar year in pursuit of any approved courses, seminars, certifications, associate degree, or bachelor's degree. Reimbursement in pursuit of an approved masters or doctoral degree program is \$5,000 per calendar year.

2. Employees will not be reimbursed for more than two (2) courses in a single semester or quarter.
3. Courses must be related to the work of the employee's position or occupation and must be taken at accredited institutions.
4. Pre-approval of classes (or course of study) is required by the Executive Officer. Employees must ~~apply-submit a written request~~ for tuition reimbursement, prior to enrolling in the class, ~~by completing the "Educational Assistance Request Form" and submitting it~~ to the Executive Officer for approval.
5. Must be a LAFCO employee throughout the duration of the course.
6. The percentage of reimbursement is based on the grade earned for each college seminar, certification, associate, bachelors, masters or doctoral degree course:

Grade A	100%
Grade B	100%
Grade C*	50%
Pass/Credit	50%

\*Master's and doctoral degree courses completed with a letter grade of "C" or below are not eligible for any reimbursement.

7. Reimbursable expenses include tuition, required textbooks, lab fees, library fees, and required registration and parking fees.
8. Upon completion of the course, official grades and receipts must be submitted to the Executive Officer for reimbursement. Taxes are withheld on educational reimbursements when required by law.

### 3.16 STAFF MILEAGE REIMBURSEMENT

#### A. Policy

LAFCO staff will be reimbursed at the currently applicable IRS rates for reasonable and necessary mileage expenses when personal vehicles are used for LAFCO-related business, including, but not limited to, meetings, project site visits, and conferences. To receive mileage reimbursement, a form indicating the date of the trip, number of miles traveled, purpose of the trip, and reimbursement calculation is required to be submitted for review and approval by the Executive Officer. If approved, the form is submitted to the Bookkeeper for issuance of a reimbursement check.



## **PART 4 – Time Off**

### **3.17 SICK LEAVE BENEFITS**

#### **A. Overview**

The intent of this policy is to provide paid time off for the purpose of illness or other medical requirements.

The Commission will review and may change any of these sick leave benefit provisions on an annual basis at its discretion.

#### **B. Policy**

LAFCO provides paid sick leave benefits to all regular full-time and regular part-time and extra help employees for periods of temporary absence due to illnesses or injuries described in Section 3.17D of this policy.

#### **C. Accumulation of Sick Leave**

During the first three (3) years of employment, an employee shall earn .0347 hours of sick leave with pay for each paid hour in a regularly scheduled workweek or period (approximately seventy-two [72] hours per year).

After an employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours, approximately three (3) years, the employee shall earn .0462 hours of sick leave with pay for each paid hour in a regularly scheduled work period (approximately ninety-six [96] hours per year).

Sick leave earned shall be added to the employee's sick leave accumulation account upon the completion of the pay period, with no credit to be applied during the progress of the pay period or for a portion of the pay period or for a portion of the pay period during which the employee terminates service.

Extra Help Employees shall accrue sick leave at a rate of not less than one hour per every 30 hours worked beginning at the commencement of employment.

Extra Help Employees will have a maximum sick leave accrual of 48 hours. Extra Help Employees will not accrue any additional sick leave hours once they hit 48 hours in their sick leave balance. Once they fall below 48 hours of sick leave accrual, they will begin to accrue sick leave again. Extra Help Employees may use up to a maximum of 24 hours sick leave annually.

Should an Extra Help Employee become a regular full time or part time employee, the pro-rated sick leave hours they accrued as an Extra Help will roll over into their sick leave account as a regular full time or part time employee.

#### **D. Uses of Sick Leave**

Sick leave may be applied to the following circumstances:

1. An absence necessitated by an employee's personal illness or injury.
2. Medical and dental office appointments.
3. Absence from duty because the employee's presence is needed to attend to the serious illness of a member of his or her immediate family. Employees may use up to one-half of their yearly sick leave for the purpose of attending to a family member who is ill. For purposes of this policy, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, grandparent, spouse, child, grandchild, domestic partner or legal guardian. All conditions and restrictions placed on an employee's use of sick leave apply also to sick leave used for care of a family member.
4. Illnesses while on paid vacation will be charged to sick leave rather than vacation only under the following conditions:
  - a. The illness or injury of the employee or member of the employee's immediate family was of a nature that would preclude the effective use of vacation and would prevent the employee from performing his or her normal duties.
  - b. The employee must notify the Executive Officer within four (4) calendar days of the beginning of the illness or prior to the end of his or her vacation leave, whichever is sooner, to request that his or her illness on vacation be charged to sick leave.
  - c. LAFCO shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.
  - d. Upon the employee's return to work, the employee must furnish LAFCO with a certificate signed by a licensed physician or registered nurse stating the nature of the medical condition and the period of disablement.
5. Absence from duty because of personal emergencies is not to exceed twenty (20) working hours during the fiscal year. A personal emergency is something unanticipated that requires the employee to personally attend to the situation and must be attended to during normal working hours.
6. An absence due to the air pollution alert, which prevents the employee traveling to his or her work location.
7. If an employee is a victim of domestic violence, sexual assault, or stalking as described in Labor Code Section 230(c) and 230.1(a).

Sick leave shall not be applied to an absence which occurs on a ~~County~~ holiday observed by LAFCO.

In any use of sick leave, an employee's account shall be charged to the nearest quarter hour for a non-exempt employee, while exempt employees will be



charged only for full-day absences. Exempt employees are defined as those employees who are exempt from overtime rules under the Fair Labor Standards Act.

Employees are required to notify the Executive Officer or immediate supervisor by telephone within one-half hour after the start of the workday on their first day of absence due to an illness or injury. It is the responsibility of the employee to keep the supervisor informed as to continued absence beyond the first day.

An employee may be required to furnish a certificate issued by a licensed health care provider or other satisfactory evidence of illness, injury, medical condition or medical or dental office calls when LAFCO has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.

LAFCO employees, with the approval of the Executive Officer, may transfer up to 80 hours of sick leave per year to another LAFCO employee if needed to cover time off for medical or dental appointments or personal emergencies.

Any accrued, unused sick leave will roll over into the next calendar year.

E. No Payout of Sick Leave

There is no payout for unused accumulated sick leave when an employee leaves employment with LAFCO.

F. Transfer of Sick Time between LAFCO Employees

LAFCO employees, with the written approval of the Executive Officer, may transfer a portion of their unused sick time balance to another LAFCO employee under the following circumstances:

1. A LAFCO employee may transfer no more than 80 hours of sick time to any one LAFCO employee during any calendar year.
2. The LAFCO employee receiving the sick time transfer must be experiencing personal or family medical issues requiring extended periods of time away from the office.
3. The LAFCO employee transferring sick time must maintain a minimum balance of at least 40 hours of sick time after an approved transfer.
4. All sick time transfer ~~forms~~ requests must be approved by the Executive Officer.

### 3.18 VACATION

#### A. Overview

This policy applies to all regular full-time and part-time employees of LAFCO. The intent of this policy is to provide paid time off for employees as a means to rest and rejuvenate. LAFCO encourages employees to utilize this benefit every year. LAFCO believes personal time off is an important means to enable continuation of strong performance and positive contribution to LAFCO, as well as encourage a balanced and enriching life for employees.

The Commission will review and may change any of these vacation benefit provisions on an annual basis at its discretion.

#### B. Policy

During the first three years of employment, an employee shall earn approximately .0385 hours of vacation leave with pay for each hour in a regularly scheduled workweek or period (80 hours or 10 days per year).

After an employee has been paid for 6,240 regularly scheduled hours, approximately three years, the employee shall earn approximately .0577 hours of vacation leave with pay for each paid hour in a regularly schedule work period (120 hours or 15 days per year).

After an employee has been paid for 20,800 regularly scheduled hours, approximately ten years, the employee shall earn approximately .0769 hours of vacation leave with pay for each paid hour in a regularly scheduled work period (160 hours or 20 days per year).

Regular part-time employees with continuous service working 20 hours or more per week will accrue vacation in accordance with the above schedule, on a pro-rated basis determined by normal hours worked. Active service for all regular employees commences with their first day of work and continues thereafter unless broken by an absence without pay or leave of absence. Extra help employees do not accrue paid vacation.

Employees cannot accumulate more than 240 hours of vacation.

Accrual ceases until vacation is utilized to bring the amount of accrued vacation below the applicable cap or vacation is cashed out as permitted by this policy.

In order to request vacation time, employees should submit a written request to the Executive Officer or Assistant Executive Officer. Efforts will be made to accommodate all employees' requests for specific vacation leave time. However, the Executive Officer or Assistant Executive Officer will also consider the needs of LAFCO when evaluating vacation requests.

In rare cases, the Executive Officer may allow an employee to take an advance on vacation accrual time; however, this advance will not be allowed to exceed

the amount of time the employee is scheduled to accrue during the current service year. Before any advance on vacation is granted, the employee will sign an authorization which authorizes LAFCO to deduct from his/her final paycheck the amount of any un-accrued vacation time advanced to the employee which has not subsequently been accrued.

During each fiscal year an employee may request to be paid for accrued vacation in either two (2) separate increments of up to forty-five (45) hours each or one (1) increment of up to ninety (90) hours.

Upon separation from LAFCO employment, an employee is eligible to be paid for accrued, unused vacation days up to a maximum of 240 hours at 100% of the employee's hourly salary. In cases where an employee terminates employment with LAFCO and has been permitted to take vacation time prior to actual accrual, the final paycheck will reflect a deduction relative to the amount of un-accrued time off taken.

A holiday that falls during an employee's vacation leave will be treated and paid as a holiday and not as a day of vacation leave.

### **3.19 HOLIDAY**

#### **A. Overview**

The intent of this policy is to provide paid time off for eligible employees for holidays throughout the year.

#### **B. Policy**

Holiday time off with pay will be granted to all regular full-time employees and regular part-time employees (prorated) for the days designated by the County of Orange on an annual basis. Each part-time employee scheduled to work, but permitted to take the day off, shall receive pay computed at the employee's basic hourly rate for the number of hours the employee was regularly scheduled to work. A part-time employee shall receive compensatory time at the rate of one (1) hour for each five (4) hours of regularly scheduled work in the workweek up to a maximum of eight (8) hours of compensatory time. Holidays will vary year to year and a schedule will be published each year.

### **3.20 COMPENSATORY TIME**

#### **A. LAFCO employees earn compensatory time ("comp time") when a County holiday falls on a "flex" day. Limited comp time is also earned during the calendar year to allow employees time off to attend special religious or other designated events.**

#### **B. Policy**

For employees who are not scheduled to work on a holiday (whose regular day off is the holiday) or their flex day falls on a holiday, management should work with employees to offer one of the following options:



- The employee may change his or her schedule and take another day off in the same pay period where operationally feasible and without incurring overtime liability;
- For employees who are not on an eight-hour day schedule, the employee may go on an eight-hour day schedule for the workweek in which the holiday falls;
- The employee may bank eight (8) hour of non-cashable compensatory time for use at a later date.

Compensatory time may be used in lieu of vacation time for time off. Compensatory time shall have *no cash value* and any unused hours will be forfeited upon separation from the County.

### 3.21 PREGNANCY LEAVE

#### A. Eligibility

In accordance with applicable law and this policy, female employees are eligible for a leave of absence and/or transfer on account of pregnancy, regardless of length of service with LAFCO Orange County ("LAFCO").

#### B. Pregnancy Disability Leave

1. A woman is "disabled by pregnancy" if, in the opinion of her health care provider, she is unable to work at all or is unable to perform one or more of the essential functions of her job or to perform these without undue risk to herself, to the successful completion of her pregnancy, or to other persons.
2. Pregnancy disability leave is for any period(s) of actual disability caused by pregnancy, childbirth, or related medical conditions. Where medically advisable, pregnancy disability leave may be taken for a reasonable period of time, up to four months per pregnancy (eighty-eight workdays for a full-time employee). Employees who regularly work more or less than a 40-hour workweek are entitled to such leave on a pro rata basis.
3. Time off for necessary prenatal or postnatal care, as well as for any conditions such as severe morning sickness, doctor-ordered bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, post-partum depression, childbirth, loss and end of pregnancy, and recovery from childbirth are all covered by pregnancy disability leave.

#### C. Leave Due to Normal Childbirth

Even if the employee is not disabled by pregnancy, childbirth, or related medical conditions, a pregnant employee is entitled to up to six weeks of leave for normal childbirth. Employees working more or less than a 40-hour work week are entitled to such leave on a pro rata basis.

D. Leave, Transfer and Other Reasonable Accommodation Requests

1. Pregnant employees should notify the Executive Officer as soon as possible regarding their intent/need to take a leave of absence or to transfer due to pregnancy, childbirth, or related medical conditions. Such notice should specify the anticipated timing and duration of the leave or transfer.
2. Where the need for a leave of absence or transfer is foreseeable, employees must provide such notice at least 30 days prior to the date the leave or transfer is to begin. Further, employees must consult with the Executive Officer regarding the scheduling of any planned medical treatment or supervision so as to minimize any disruption to LAFCO's operations. (Actual scheduling of the leave/transfer is subject to the approval of the employee's health care provider.)
3. Where 30 days advance notice is not possible, notice must be given as soon as possible. However, LAFCO will not deny a pregnancy disability leave or transfer where the need for leave is an emergency or was otherwise unforeseeable.
4. LAFCO shall respond to the leave or transfer request as soon as practicable and, in any event, no later than 10 calendar days after receiving the request. LAFCO shall attempt to respond to the leave request before the date the leave is due to begin. Once, given, approval shall be deemed retroactive to the date of the first day of the leave.
5. Reasonable accommodation other than leave or transfer will be granted upon request. Such requests must be supported by a written certification from the employee's health care provider.

E. Intermittent Leave

Pregnancy Disability Leave need not be taken in one continuous block. It may be taken on an as-needed basis, intermittently or on a reduced work schedule. If it is medically advisable and foreseeable that an employee will be taking intermittent leave or leave on a reduced work schedule, LAFCO may require that the employee transfer temporarily to an available alternative position.

1. An "alternative position" is one that provides pay and benefits equivalent to those of the employee's regular position and better accommodates recurring periods of leave than the employee's regular job. It does not have to have equivalent duties. However, the employee must be qualified for the position.
2. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work schedule.

F. Temporary Transfers

1. An employee may request a temporary transfer to a position with less strenuous or less hazardous duties when the employee's health care provider certifies that such a transfer is medically advisable.
2. Temporary transfers will be granted where appropriate and when LAFCO is able to reasonably accommodate the transfer, provided that the transfer would not require LAFCO to:
  - a. Create additional employment;
  - b. Discharge another employee;
  - c. Violate a collective bargaining agreement;
  - d. Transfer a more senior employee in order to make room for the pregnant employee's transfer; or
  - e. Promote or transfer the employee or any other employee to a position for which he/she is not qualified.

G. Certifications

1. As a condition of taking a Pregnancy Disability Leave or transfer, the employee must provide medical certification from her health care provider that she is disabled due to pregnancy, childbirth or related medical conditions and/or that a transfer to an alternative position is medically advisable.
2. The medical certification should include:
  - a. The date on which the employee became disabled due to pregnancy or the date of the medical advisability for the transfer;
  - b. The probable duration of the period(s) of disability or the period(s) for the advisability of the transfer; and
  - c. A statement that, due to the disability, the employee is unable to work at all or to perform any one or more of the essential functions of her position without undue risk to herself, to the successful completion of her pregnancy, or to other persons or a statement that, due to pregnancy, the transfer is medically advisable.

H. Fitness for Duty

The employee must provide certification from her health care provider of her fitness for duty prior to being reinstated.

I. Pay During Leave

1. Pregnancy Disability Leave is unpaid leave. However, the employee may elect to use or LAFCO may require that the employee use accrued sick leave to provide pay during the period of Pregnancy Disability Leave.
2. An employee may also elect, at her option, to use accrued vacation or other accrued paid time off, if any, to provide pay during pregnancy disability leave. The use of paid leave runs concurrently with Pregnancy Disability Leave and does not extend the length of the Pregnancy Disability Leave.

3. The employee may also be eligible to receive temporary disability insurance payments during her Pregnancy Disability Leave, and to coordinate the use of any accrued sick leave and/or vacation to supplementary temporary disability insurance payments.

J. Reinstatement

1. The employee is entitled to be reinstated to the same or a comparable position upon release to return to work by her health care provider.
  - a. Where a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated by the date agreed upon, provided that the employee has provided medical certification of her fitness for duty.
  - b. If the actual reinstatement date differs from the original agreement, the employee will be reinstated within two business days, where feasible, after the employee notifies LAFCO of her readiness to return and provides medical certification of her fitness for duty.
  - c. Failure to return to work on the next work day following the expiration of pregnancy disability leave may be grounds for termination of employment.
2. The employee is not, however, entitled to any greater right of reinstatement than she would have had if she had not taken leave. Thus, reinstatement to the "same position" may be denied if for legitimate business reasons unrelated to the employee having taken a Pregnancy Disability Leave or transfer, the employee would not otherwise have been employed in her same position at the time reinstatement is requested.
3. Also, the employee has no greater right to reinstatement to a "comparable position" or to other benefits and conditions of employment than an employee who has been continuously employed. Thus, reinstatement to a comparable position may be denied if there is no comparable position open on the employee's scheduled date of reinstatement or within 60 calendar days thereafter.
4. In the event that the employee takes family and medical leave under the California Family Rights Act ("CFRA") following her pregnancy disability leave for the birth of her child, the employee's right to reinstatement shall be governed by the CFRA and LAFCO's Family and Medical Leave Policy rather than these provisions.

K. Seniority and Benefits

1. In general, employees taking Pregnancy Disability Leave will be treated the same as other similarly situated employees taking disability leave.
2. The employee returning from a Pregnancy Disability Leave shall return with no

less seniority than she had when the leave commenced for purposes of layoff, recall, promotion, job assignment, and seniority related benefits such as vacation.

3. The employee shall retain employee status during the period of leave, and the leave shall not constitute a break in service for purposes of longevity and/or seniority.

L. Federal Family and Medical Leave

In accordance with the FMLA, LAFCO shall count each day of pregnancy disability leave against an eligible employee's entitlement to up to 12 weeks of federal family and medical leave under the FMLA.

M. Group Health Insurance

Where an eligible employee is on Pregnancy Disability/FMLA Leave, LAFCO will continue the employee's group health insurance coverage under the same terms and conditions as applied prior to the leave of absence.

1. In the event that the employee fails to return from leave, LAFCO may recover premiums it paid to maintain group health insurance coverage. (For details, see LAFCO's Family and Medical Leave Policy.)
2. If the employee coverage ceases after the exhaustion of Pregnancy Disability Leave/FMLA or other leaves, the employee may continue group health insurance coverage pursuant to federal and state COBRA guidelines.

N. California Family Rights Act ("CFRA")

The right to take a Pregnancy Disability Leave is separate and distinct from the right to take family and medical leave under the CFRA. Thus, at the end of the employee's period(s) of pregnancy disability, or at the end of four months pregnancy disability leave, whichever occurs first, an eligible employee may request to take up to 12 workweeks of CFRA leave in accordance with LAFCO's family and medical leave policy.

1. There is no requirement that either the employee or her child have a serious health condition or that the employee no longer be disabled by her pregnancy before taking CFRA leave for the birth of a child.
2. Where the employee has used all four months of her pregnancy disability leave prior to the birth of her child, and her health care provider determines that a continuation of the leave is medically necessary, LAFCO may, but is not required to, allow the use of CFRA leave prior to the birth of a child. The employee may also request reasonable accommodations under the Americans With Disabilities Act and/or the Fair Employment and Housing Act, if applicable.
3. The maximum possible combined leave for pregnancy disability/FMLA and CFRA leave due to the birth of a child is four months and 12 workweeks.
4. CFRA leave taken due to the birth of the employee's child must be concluded within one year of the child's birth. The basic minimum duration of such leave



shall be two weeks, except that LAFCO will grant a CFRA leave of less than two weeks duration on any two occasions within one year of the child's birth.

### **3.22 OTHER TIME OFF**

#### **A. Overview**

This policy applies to all regular full-time and regular part-time employees of LAFCO. The intent of this policy is to outline other types of paid and unpaid time-off available to eligible employees.

#### **B. Bereavement Leave**

In the event of a death in the immediate family, up to 5 consecutive days of paid bereavement leave will be provided to all regular full-time and regular part-time employees of LAFCO.

Immediate family is defined as the employee's spouse, parent, child, sibling; the employee's spouse's parent, child, or sibling; the employee's child's spouse; grandparents or grandchildren; the employee's domestic partner. Special consideration will also be given to any other person whose association with the employee is similar to any of the above relationships.

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may also, with the approval of the Executive Officer, use any available paid leave for additional time off as necessary. If more time off is requested, it will be granted only at the discretion of the Executive Officer. Bereavement pay is calculated based on the base pay rate at the time of absence and prorated for part-time employees.

#### **C. Jury Duty Leave**

LAFCO encourages employees to fulfill their civic responsibilities by serving jury duty or appearing in court as a witness when required. LAFCO provides 30 days of paid time off for jury duty service. For service longer than 30 days, employees will receive unpaid leave if approved by the Executive Officer, subject to review by the Commission. Employees may use any accrued vacation.

Employees must show the jury duty summons to the Executive Officer as soon as possible so that arrangements may be made to accommodate their absence. Employees are expected to report for work whenever the court schedule permits, including any remaining parts of a normally scheduled workday.

LAFCO will continue to provide health insurance benefits for the full term of the jury duty absence. Vacation, sick leave, and holiday benefits will continue to accrue during jury duty leave.

#### **D. Domestic Violence Victim Leave**

Employees who are victims of domestic violence may take unpaid time-off to appear in court to attempt to obtain relief for themselves or their child. In addition, they may take unpaid time-off to seek medical attention, obtain services from a domestic

violence program, obtain psychological counseling, or participate in safety planning. If desired, employees may use any accrued time off. Reasonable notice must be given to the Executive Officer before appearing in court. Note that under the sick leave policy it would be possible for employees to access their accrued sick time and/or vacation for this purpose.

E. Time Off to Vote

Generally, employees are able to find time to vote either before or after their regular work schedule. If, however, full-time employees are unable to vote in an election during their non-working hours, LAFCO will grant up to 2 hours of paid time off to vote.

Employees requiring time off to vote should make their requests at least two working days prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule. Employees must submit a voter's receipt on the first working day following the election to qualify for paid time off.

F. Military Leave

Military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Military and Veterans Code section 394.5. Advance notice of military service is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.

Employees, who have been employed at least one year, are eligible for up to 30 days of paid leave for active duty training.

Employees on military leave will receive rights and benefits comparable to those they would receive under LAFCO's policies for other types of leave. Continuation of health insurance benefits is available based on the length of the leave and subject to the terms, conditions and limitations of the applicable plan for which the employee is otherwise eligible. Employees on leave for no more than 30 days will receive continued health insurance benefits but are responsible for paying their portion of the health care coverage continuation rights. Vacation, sick leave and holiday benefits will continue to accrue during any paid portion of a military leave of absence.

The Federal Family and Medical Leave Act (FMLA) also entitles eligible employees to take leave for a covered family member's service in the Armed Forces. This policy supplements our FMLA policy and provides a general notice of employee rights to this leave. Except as stated below, such rights and obligations for service member FMLA are governed by our existing FMLA policy. Service member FMLA runs concurrent with other leave entitlements provided under federal, state and local law. Service member FMLA provides eligible employees unpaid leave for any one, or combination, of the following reasons:

- A "qualifying exigency" arising when the employee's spouse, son, daughter or parent, who is a member of the Armed Forces (including National Guard and Reserves), is on covered active duty or has been notified of an impending call to order to covered active duty; and/or

- To care for a covered family member who has incurred an injury or illness while in the Armed Forces provided that such injury or illness renders the family member medically unfit to perform duties of the member's office, grade, rank or rating and is certified by the service member's health care provider.

When leave is due because of a "qualified exigency" concerning the military duty of a family member, an eligible employee may take up to 12 workweeks of leave during any 12-month period.

When leave is to care for an injured or ill service member, an eligible employee may take up to 26 weeks of leave during a single 12-month period to care for a service member. Leave to care for an injured or ill service member, when combined with other FMLA-qualifying leave, may not exceed 26 workweeks in a single 12-month period.

Where spouses are both employed by LAFCO, they may take up to, in aggregate, 26 workweeks of service member FMLA, provided that any portion of the aggregate leave that is not for care of a family service member does not exceed 12 workweeks.

In any case where it is foreseeable that an employee will need service member FMLA, that employee must provide notice of his or her intent to take leave as soon as reasonably possible and provide certification of either the "qualified exigency" or family service member's need for care as soon as practicable.

G. Workers' Compensation Leave

If an employee sustains a work-related injury, he or she will be eligible for a medical leave of absence for the period of disability in accordance with all applicable laws covering occupational injuries.

Where an employee's work-related injury qualifies as a serious health condition, any Workers' Compensation Leave taken will be considered part of his or her entitlement, if any, to leave under the Family and Medical Rights Act ("FMLA") and the California Family Rights Act ("CFRA"). Employees on Workers' Compensation Leave should keep their supervisor informed as to their work status and will need to provide a doctor's release before returning to work.

H. Volunteer Emergency Leave and Training

If employees volunteer as a firefighter, reserve peace officer, or emergency rescue personnel, they may be entitled to unpaid leave to perform emergency duty. In addition, they may take unpaid leave of up to 14 days per calendar year for the purpose of engaging in fire or law enforcement training. If an employee qualifies for these types of leave, he or she may use accrued vacation during the leave. Time spent on this leave counts for purposes of determining "length of service". However, vacation will not be accrued, and holiday pay will not be received during this leave.

I. Time Off for Parents to Attend School Activity

Employees, who are parents of one or more children in kindergarten, or in grades 1 through 12, may take time off of up to forty (40) hours per school year to attend

authorized school activities which involve one or more of the employee's school age children. To be eligible for parental time off, the employee must obtain from the school, written verification that he or she attended or participated in the school activity. Parental time off may not exceed eight hours in any calendar month.

Employees may use any accrued vacation while they attend their child's school activities. If not, employee's parental time off will be unpaid. For scheduling purposes, employees must notify the Executive Officer at least one (1) week before the date of the school activity, so that their work duties may be covered.

J. Literacy Education Leave

LAFCO will reasonably accommodate employees who are seeking to enroll in an adult literacy education program provided the accommodation requested would not result in an undue hardship to LAFCO. LAFCO does not provide paid time off for participation in an adult literacy education program.

K. Alcohol and Drug Rehab Leave

LAFCO will reasonably accommodate employees who wish to voluntarily enter and participate in an alcohol or drug rehabilitation program provided that the accommodation does not impose an undue hardship on LAFCO. LAFCO does not provide paid time off for participation in an alcohol or drug rehabilitation program.

This policy in no way restricts LAFCO's right to impose discipline, including actions up to and including termination of employment, for violation of LAFCO's drug and alcohol policy.

### 3.23 FAMILY AND MEDICAL LEAVE

A. Overview

The intent of this policy is to outline and explain some of the rules and requirements applying to Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

Note: Employers with at least 50 employees are required to comply with the (FMLA/CFRA).

B. Eligibility

Regular full-time and regular part-time employees are eligible to request unpaid Family and Medical Leave under CFRA/FMLA if, at the time leave commences, all of the following apply:

1. Must have worked for LAFCO for at least twelve (12) months at any time (need not be continuous).
2. Must have worked at least 1,250 hours during the twelve (12) months immediately preceding the start of the leave.

~~3. On the date the employee requests leave, the work site where they are~~

~~employed must have at least 50 full-time or part-time employees or there are 50 employees of LAFCO within a 75-mile radius.~~

Part-time employees who meet the requirements will calculate Family and Medical Leave on a prorated basis according to the number of hours they are normally scheduled to work.

#### C. Reasons for Leave

Leave may be requested for any of the following reasons:

1. Birth, adoption, or foster care placement of a child.
2. Serious health condition of an employee's spouse, registered domestic partner, child, or parent (not parent in-law).
3. Serious health condition of the employee.

Family and Medical Leave is not available for non-serious conditions (including minor illnesses or for voluntary or cosmetic treatments) unless inpatient care is required or for routine preventive physical examinations.

#### D. Limitations

The following limitations apply to Family and Medical Leave:

1. For birth, adoption, or placement in foster care, leave must be concluded within twelve months of the birth, adoption, or placement.
2. Spouses who both work for LAFCO are permitted a combined total of twelve workweeks during any twelve-month period for the birth of a child or placement for adoption or foster care. The limitation applies even if the spouses work at different work-sites.
3. The limit does not apply to leave taken by either spouse to care for a family member or for the employee's own serious illness. For example, if both husband and wife took 5 workweeks each of Family and Medical Leave for the birth or adoption of a child, then later both are entitled to six workweeks each for personal illness or to care for a family member.

#### E. Length of Leave

The length of Family and Medical Leave is up to twelve workweeks within a twelve-month period (exception for Pregnancy Disability and Military Caregiver - see policies). The twelve-month period begins the date the leave is taken. There is no carryover of unused leave from one twelve-month period to the next twelve-month period. Holidays that fall during the leave are counted against leave entitlement.

If at the end of twelve weeks the employee is unable to return to work, they may request a personal leave without pay. Such leave is granted at the discretion of LAFCO, and there is no requirement to hold the job available during the personal leave. LAFCO will, however, be governed by the Americans with Disabilities Act, the California Fair Employment and Housing Act, and Worker's Compensation regulations,



if applicable.

F. Intermittent or Reduced Scheduled Leave

Family leave taken for the purpose of birth or placement of a child will generally be granted in minimum amounts of two weeks. However, an employee may request smaller increments of leave time which will be subject to company approval based upon business requirements.

Family and Medical Leave for the employee's own serious health condition, family care leave for the serious health condition of the employee's spouse, parent, or child; and military caregiver leave may be taken intermittently or on a reduced schedule when medically necessary. Where the intermittent or reduced schedule leave is for planned medical treatment, the employee must make an attempt to schedule the treatment so as not to unduly disrupt LAFCO's operations. Military exigency leave also may be taken intermittently or on a reduced schedule.

If leave is taken intermittently or as a reduced work schedule, the amount of time used under Family and Medical Leave is only the time actually taken. For example, one day of leave per week for an employee who works five days per week is the equivalent of 1/5 of a week of Family/Medical Leave used.

G. Temporary Alternative Positions

An employee may be placed in a temporary alternative position if they request intermittent or reduced schedule leave, or the existing position description may be altered, to better accommodate the employee's need for recurring periods of leave. The alternative position may not have equivalent duties but will receive equivalent pay and benefits. The employee must be qualified for the position. They may also be transferred to a part-time job with the same hourly rate of pay and benefits.

H. Impact on Benefits

Health insurance premiums that are normally paid by LAFCO will continue to be paid during Family and Medical Leave for a maximum of twelve workweeks in a twelve-month period. The employee is still responsible for his or her share of the health insurance premiums during the period of leave. If the employee substitutes paid leave for the unpaid leave, such payments will be deducted from the employee's pay through payroll deductions. Otherwise, the employee must make arrangements with LAFCO to pay for such premiums.

LAFCO may recover any health insurance premiums it paid during the leave if the employee fails to pay his or her share of the premiums during the leave or the employee fails to return to work from leave for a reason other than recurrence, continuation, or onset of a serious health condition for which leave under this policy is allowed or other circumstance beyond the employee's control.

Service time, as well as vacation and incidental absence time, will continue to accrue during, but not exceeding, the twelve-week period. Employees will not be paid for holidays if they are in an unpaid status. For Family and Medical Leave of thirty days or less, reviews relating to salary and performance will continue as usual. A salary action which would have ordinarily taken place during the time of the leave will become effective upon the employees return to work. For Family and Medical Leave

of over thirty days, Salary and Performance Reviews will be extended equal to the length of the leave.

I. Pregnancy Disability

In addition to the pregnancy disability leave described in this handbook, an eligible pregnant California employee is entitled to up to twelve additional workweeks of CFRA Leave. The maximum time to be taken off is: four months pregnancy disability/FMLA (with a health care provider's certification) plus twelve workweeks CFRA.

J. Requesting a Leave

An employee will be asked to provide certification from a health care provider that the leave is medically necessary when requesting a leave for their own health condition. If the health condition is that of a parent, spouse, or child, the health care provider must certify that the employee's care is required.

~~For all requests must be provided in writing and include, information and a schedule must be provided relative to the leave. Forms for requesting Family and Medical Leave are available.~~ Employees are requested to give as much advance notice as possible. Thirty (30) days is considered a minimum. In cases of emergency, give as much notice as possible under the circumstances. If the leave schedule is flexible, employees are required to try to schedule the leave so as not to unduly disrupt LAFCO's operations.

K. Integration with Paid Leave

Leave provided under FMLA/CFRA is unpaid. However, at the option of LAFCO or the employee, accrued vacation (or, Sick Leave where the leave is required due to the employee's serious health condition or the serious health condition of a family member and Sick Leave would otherwise be permitted under LAFCO's policy) may be substituted for any unpaid Family/Medical Leave. This designation of Family and Medical Leave will be made by LAFCO at the time the employee requests the leave or when LAFCO determines that the leave qualifies as Family and Medical Leave based on the information provided. In either case, the total of paid and unpaid leave provided is limited to twelve workweeks.

L. Upon Return from Leave

Employees timely returning from a leave covered under this policy are entitled to reinstatement to the same or equivalent position consistent with applicable law. An employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave. LAFCO will comply with all applicable laws pertaining to reinstatement of employees including, where required, the reasonable accommodation of employees who have been on an approved leave. LAFCO will be governed by the Americans with Disabilities Act, the Fair Employment and Housing Act, CFRA/FRMA, and/or Workers' Compensation regulations where applicable. Family and Medical Leave will not result in the loss of any employment benefit that was earned or entitled to before use of Family and Medical Leave.

Employees using Family and Medical Leave for their own serious medical condition must bring a health care provider's release to work upon returning from leave.

M. Return to Work "Key Employee"

LAFCO cannot guarantee reinstatement to an employee's former or equivalent job if the employee is a salaried employee and among the highest paid ten percent of all employees within a 75-mile radius (a "key employee") and reinstatement would cause substantial and grievous economic injury. Employees will be notified if this key employee provision applies to them.

## **PART 5 – Conduct And Problems**

### **3.24 SAFETY**

A. Overview

The intent of this policy is to outline safety expectations.

B. Policy

Every employee is responsible for safety. To achieve our goal of providing a completely safe workplace, everyone must be safety conscious. Employees should report any unsafe or hazardous condition directly to their supervisor immediately.

In case of an accident involving a personal injury, regardless of how serious, employees should notify the Executive Officer or Assistant Executive Officer immediately. Failure to report accidents can result in a violation of legal requirements and can lead to difficulties in processing insurance and benefit claims.

If an employee is injured on the job, he or she will be entitled to benefits under the state workers' compensation law in most cases. LAFCO carries workers' compensation insurance and will assist employees to obtain all benefits to which they are legally entitled.

### **3.25 WORKPLACE VIOLENCE POLICY**

LAFCO is committed to providing a safe work environment that is free of violence and the threat of violence. LAFCO will not tolerate any violent or dangerous behavior of any kind, whether through physical abuse, threats of any kind, intimidation, coercion, stalking or otherwise, defacing LAFCO'S property or causing physical damage to the facilities, bringing weapons or firearms of any kind onto LAFCO'S premises, parking lots, or while conducting business, or any other behavior that suggests a propensity towards violence. LAFCO strictly prohibits employees, consultants, customers, visitors, or anyone else on LAFCO premises or engaging in a LAFCO-related activity from behaving in a violent or threatening manner. Employees may report all incidents of direct or indirect violence or dangerous behavior to the [INSERT PERSON] as soon as possible. Reporting incidents and concerns early can help prevent a situation from escalating and becoming even more dangerous. Employees should never attempt to handle a potentially dangerous situation by themselves. Any LAFCO employee that violates this policy will be subject to discipline, up to and including termination, as well

as potential legal action.

### **3.26 DRUG AND ALCOHOL POLICY**

#### **A. Overview**

The intent of this policy is to provide a drug and alcohol-free work environment for all LAFCO employees.

#### **B. Policy**

It is LAFCO's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on LAFCO's premises and while conducting business-related activities off LAFCO's premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

Employees with questions or concerns about substance dependency or abuse are encouraged to use the resources of the Employee Assistance Program. They may also wish to discuss these matters with the Executive Officer or Assistant Executive Officer to receive assistance or referrals to appropriate resources in the community.

Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take unpaid time off to participate in a rehabilitation or treatment program through LAFCO's health insurance benefit coverage. Leave may be granted if the employee agrees to abstain from use of the problem substance; abides by all LAFCO's policies, rules, and prohibitions relating to conduct in the workplace; and if granting the leave will not cause LAFCO any undue hardship.

Under the Drug-Free Workplace Act, an employee who performs work for a government contract or grant must notify LAFCO of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five days of the conviction.

### **3.27 DESK INSPECTION POLICY**

#### **A. Overview**

The intent of this policy is to assist in the understanding of the usage of E- mail,

the Internet, computer files and software.

B. Policy

Although desks, cabinets and shelves are made available for the convenience of employees while at work, employees should remember that all desks, cabinets and shelves remain the sole property of LAFCO. Moreover, LAFCO reserves the right to open and inspect desks, cabinets, and shelves, as well as any contents, effects, or articles in desks, cabinets, and shelves. Such an inspection can occur at any time, with or without advance notice or consent. An inspection may be conducted before, during, or after working hours by the Executive Officer or Assistant Executive Officer or designee. Employees have no expectation of privacy in any of these items.

Prohibited materials, including weapons, explosives, alcohol and non-prescribed drugs or medications, may not be placed in a desk, cabinet or shelf. Employees who, if requested, fail to cooperate in any inspection will be subject to disciplinary action, up to and including termination. LAFCO is not responsible for any articles that are placed or left in a desk, cabinet, or shelf that are lost, damaged, stolen or destroyed.

### **3.28 THEFT OR LOSS OF OFFICE EQUIPMENT**

A. Overview

The intent of this policy is to outline procedures in the event LAFCO office equipment is lost or stolen.

B. Policy

The use of any LAFCO-related equipment (computers, cell phones, iPads, projectors, or other office-related equipment) outside of the LAFCO offices must be approved by the Executive Officer. LAFCO employees are fully responsible for the care and safekeeping of all office equipment offsite. Should an item be stolen or lost offsite while under the care of a LAFCO employee, the LAFCO employee is responsible to reimburse LAFCO for the replacement cost of all lost or stolen items.

The care and safekeeping of an iPad provided to a Commissioner for LAFCO-related business is the sole responsibility of the Commissioner. Any loss or theft of the iPad must be reported immediately to the Executive Officer, and the Commissioner is responsible to reimburse LAFCO for the replacement cost of the device.

### **3.29 PROBLEM RESOLUTION PROCEDURE**

A. Overview

The intent of this policy is to outline LAFCO's problem resolution procedure.

B. Policy



LAFCO is committed to encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response. LAFCO strives to ensure fair and honest treatment of all employees. All employees are expected to treat each other with mutual respect. All employees are encouraged to offer positive and constructive criticism.

If there is a disagreement concerning established rules of conduct, policies, or practices, employees may express their concern through the problem resolution procedure. No one will be penalized, formally or informally, for voicing a complaint with LAFCO in a reasonable, business-like manner, or for using the problem resolution procedure.

If a situation occurs where an employee believes that a condition of employment or a decision affecting them is unjust or inequitable, they are encouraged to make use of the following steps:

1. Employee presents problem to the Assistant Executive Officer after incident occurs. If the Assistant Executive Officer is unavailable or employee believes it would be inappropriate to contact that person, employee may present problem to the Executive Officer.
2. The Assistant Executive Officer responds to problem during discussion or after consulting with the Executive Officer, when necessary, and documents discussion.
3. Employee presents problem to the Executive Officer in writing if problem is unresolved.
4. The Executive Officer reviews and considers problem. The Executive Officer informs employee of decision and forwards copy of written response to the employee's file. The Executive Officer has full authority to make any adjustment deemed appropriate to resolve the problem.

Original Adoption Date: 1/8/2003  
Date of Last Review: 3/14/2018  
Date of Last Revision: 3/14/2018

# SECTION 3: Personnel Policies and Procedures

# **Personnel Policies & Procedures of the Orange County Local Agency Formation Commission**

## **PART 1 – Employment**

### **3.1 EMPLOYEE ACKNOWLEDGEMENT FORM**

I have received and read a copy of the Orange County LAFCO ("LAFCO") employee policy manual and understand all the policies, guidelines and procedures stated within. The guideline manual describes important information about LAFCO, and I understand that I should consult the LAFCO Executive Officer regarding any questions I might have. I have entered into my employment relationship with LAFCO voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or LAFCO can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law. Furthermore, I acknowledge that this manual is not a contract of employment.

Since the information, policies, and benefits described herein are necessarily subject to change, I acknowledge that revisions to the manual may occur, except to LAFCO's policy of employment-at-will. I understand that LAFCO reserves the right to modify, supplement or rescind any or all of its policies whenever it deems necessary or useful to do so, at any time with or without notice.

---

EMPLOYEE'S NAME (printed)

---

EMPLOYEE'S SIGNATURE

---

DATE

### **3.2 AT-WILL EMPLOYMENT**

#### **A. Overview**

The intent of this policy is to establish the At-Will-Employment Policy of LAFCO.

#### **B. Policy**

The employment relationship between Orange County LAFCO and its employees is for an unspecified term and may be terminated by the employee, or LAFCO Executive Officer or the Commission of LAFCO ("Commission") at any time, with or without cause or advanced notice. Also, LAFCO reserves the right to transfer, demote, suspend, or administer discipline with or without cause or advance notice.

None of the policies, procedures, or contents of this manual is intended to create any contractual obligations which in any way conflict with LAFCO's policy of At-Will-Employment. The at-will relationship can only be modified by a written agreement signed by the employee and the LAFCO Executive Officer.

### **3.3 EQUAL EMPLOYMENT OPPORTUNITY POLICY**

#### **A. Overview**

The intent of this policy is to establish the Equal Employment Opportunity Policy of LAFCO.

#### **B. Policy**

LAFCO is strongly committed to providing equal opportunity to all employees and applicants for employment. LAFCO does not discriminate on the basis of race, color, religion, national origin, ancestry, sex, gender, age, medical condition, sexual orientation, marital status, pregnancy, physical or mental disability, veteran or other protected status, or on the basis of any perception that an applicant or employee has any of these characteristics or on the basis that an applicant or employee is associated with someone who has or is perceived to have these characteristics. LAFCO strictly prohibits the harassment of any individual on any basis listed above (see the Policy Against Harassment for further clarification).

This policy applies to all employment practices, including recruitment, advertising, job application procedures, hiring, firing, advancement, compensation, training, benefits, transfers, social and recreational programs, and any other terms, conditions and privileges of employment.

An employee who believes that he or she has been subjected to any form of unlawful discrimination should make a complaint, preferably written, to the Executive Officer, or if it involves the Executive Officer, to the Chair of the Commission. Complaints should be specific and should include the names of individuals involved and the names of any witnesses. LAFCO will

immediately undertake an effective, thorough and objective investigation and attempt to resolve the situation. If LAFCO determines that unlawful discrimination has occurred, effective remedial action will be taken to determine any future discrimination.

Employees will not be retaliated against for bringing a complaint in good faith under the Equal Employment Opportunity Commitment Policy or the Policy against Harassment, or for honestly assisting in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven. However, disciplinary action may be taken if false or frivolous accusations are made in bad faith.

### **3.4 DISABILITY ACCOMMODATION**

#### **A. Overview**

The intent of this policy is to establish the Disability Accommodation Policy of LAFCO.

#### **B. Policy**

LAFCO is committed to complying fully with state and federal disability discrimination laws. As previously stated, no program or activity administered by the employer shall exclude from participation, deny benefits to or subject to discrimination any individual based on an employee's actual or perceived disability or based on an employee's association with someone who has an actual or perceived disability.

LAFCO is further committed to providing reasonable accommodation to the known physical or mental limitations of an otherwise qualified applicant or employee. If you believe you are a qualified individual with a disability and that you need a reasonable accommodation in order to perform the essential functions of your job, please notify the Executive Officer. The accommodation process is interactive and allows the applicant or employee to identify possible accommodations. However, LAFCO has the right to choose among effective accommodations.

### **3.5 POLICY AGAINST HARASSMENT**

#### **A. Overview**

The intent of this policy is to establish the Policy Against Harassment for LAFCO.

#### **B. Policy**

LAFCO prohibits and will not tolerate harassment of employees, applicants, or persons providing services pursuant to a contract based on factors such as race, color, religion, national origin, ancestry, sex, gender, age, medical condition, sexual orientation, marital status, pregnancy, physical and mental disabilities, veteran or other protected status, including persons perceived to



have any of these characteristics or associating with someone who has or is perceived to have any of these characteristics. LAFCO will also take all reasonable steps to prevent harassment based on protected status by third parties, such as customers, clients and suppliers. All such harassment is prohibited by LAFCO and is against the law.

C. Definition

Harassment is unwelcomed, and inappropriate conduct directed at an employee, based upon one of the characteristics protected under the federal and state anti-discrimination laws, that substantially prevents an employee from performing his or her duties, serves to threaten or intimidate an employee, and/or produce a hostile work environment.

Prohibited unlawful harassment includes, but is not limited to, the following behavior:

1. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
2. Visual conduct such as derogatory and/or sexually-oriented posters, photography, cartoons, drawing or gestures;
3. Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis;
4. Threats, demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors.

D. Reporting and Complaint Procedure

An employee who believes that he or she has been subjected to any form of unlawful harassment should promptly make a complaint, preferably written, to the Executive Officer, or if it involves the Executive Officer, to the Chair of the Commission. Complaints should be specific and should include the names of individuals involved and the names of any witnesses. LAFCO will immediately undertake an effective, thorough and objective investigation and attempt to resolve the situation. If LAFCO determines that unlawful harassment has occurred, effective remedial action will be taken commensurate with the severity of the offense, up to and including termination. Appropriate action will also be taken to deter any future unlawful harassment.

E. Retaliation

Employees will not be retaliated against for bringing a complaint in good faith under the Equal Employment Opportunity Policy or the Policy Against Harassment, or for honestly assisting in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven. However, disciplinary action may be taken if false or frivolous accusations are made in bad faith. An employee who believes that he or she has been subjected to any form of unlawful retaliation

should promptly make a complaint, preferably written, in the same manner as described above. Complaints of harassment will be investigated, and appropriate action will be taken to protect LAFCO employees from any form of unlawful retaliation.

### 3.6 PERFORMANCE MANAGEMENT

#### A. Overview

The intent of the performance review process is to create a supportive, safe, professional performance review process and environment that optimizes the employee's ability to receive and actualize constructive performance feedback and that motivates the employee to authentically and actively pursue personal and professional growth/excellence.

#### B. Performance Review Policy – General Employees

A review and discussion of each employee's performance is conducted to:

- Ensure assigned projects/tasks are completed at an acceptable level of quality to effectively serve the mission, vision, and values of the agency.
- Plan for maximizing employee performance to serve the agency's needs.
- Motivate and assist employees in achieving their personal growth and career objectives.

#### C. Performance Review Procedure – General Employees

The discussion of job performance and goals on an informal, weekly basis is strongly encouraged. The formal employee performance review process will include:

- Assessment of Employee Job Performance - At the beginning of the fiscal year, both the employee and supervisor will complete an assessment of his/her job performance. The assessment will include a summary of projects/tasks completed and a well-organized, clear and in-depth self-analysis of job performance as related to projects/tasks.
- Assessment of Employee Professional Strengths and Weaknesses – Both employee and supervisor will prepare an individual written statement of employee's professional and personal strengths and weaknesses as they relate to the work environment.
- Discussion of Employee Assessments  
Following preparation of the assessments (job performance and professional strengths and weaknesses), a meeting will be convened with the employee/supervisor to compare, contrast and discuss assessments/statements and identify areas for goal setting.

- Development of Discussion of Goals  
Based upon discussion with supervisor, employee prepares draft annual goals for discussion and review with the Assistant Executive Officer and/or Executive Officer. Goals should be specific, concise, measurable and represent commitment to professional growth.
- Finalization of Goals and Performance Review  
Following goal development, a meeting will be convened involving employee/Assistant Executive Officer/Executive Officer to jointly discuss and finalize employee goals. The employee will be responsible for preparing the final, agreed to written goals and submitting them to supervisor.

Performance reviews will be completed for all General Employees by no later than the end of the first quarter of each fiscal year.

While merit-based pay adjustments are awarded by LAFCO in an effort to recognize truly superior employee performance, positive performance evaluations do not always guarantee increases in salary or promotions. Salary increases, and promotions are solely within the discretion of LAFCO and depend on many factors in addition to performance. Pay increases or bonuses will be tied to the accomplishment of specific established employee goals.

After receiving their review, an employee will be required to sign the evaluation report acknowledging that it has been presented and discussed between the employee and the Assistant Executive Officer or the Executive Officer. LAFCO's provision of performance evaluations does not alter the at will employment relationship.

- D. Policy for Executive Officer Performance Evaluation Process (Adopted May 11, 2016)
1. As part of the Strategic Planning process, each year
    - a. The Executive Officer will submit a report summarizing the agency's performance against the previous period's past annual work plan.
    - b. The Executive Officer will also provide a recommended strategic plan and draft annual work plan for the upcoming period.
    - c. The Strategic direction and projects will be prioritized for the upcoming annual work plan at the Annual Strategic Planning workshop.
    - d. The Annual work plan will be adopted by the Commission at a Regular meeting.
  2. The Executive Officer will complete a self-evaluation indicating his/her performance against the previous period's annual work plan and Agency goals in accordance with the next period's annual work plan. The Executive Officer will also include a professional development plan for the upcoming period. This can be continuous skills training and

exposure to new ideas and concepts obtained through seminars, professional association programs, conferences or other educational programs.

3. The Chair will provide each Commissioner the Executive Officer's self-evaluation and a blank evaluation form for that Commissioner's completion prior to the full Commission closed session performance discussion.
4. The Chair will lead the Commission's closed session discussion on the Executive Officer's performance and professional development goals and the agency goals, soliciting feedback and input from all Commissioners.
5. The Chair will be given financial parameters for negotiating compensation with the Executive Officer and delegated authority to represent the Commission in compensation discussions with the Executive Officer.
6. The Chair will meet with the Executive Officer to provide the Commission's feedback, sentiments of the discussion and to negotiate compensation.
7. The Chair will report back to the Board to close out the Executive Officer Evaluation Process and to prepare any necessary agenda items and public action required to complete the process.
8. The Executive Committee will meet with the Executive Officer quarterly to check on progress to annual work plan, make any necessary adjustments, and bring the annual work plan back to the Commission for consideration.

### **3.7 PERSONNEL RECORDS**

#### **A. Overview**

The intent of this policy is to clarify the guidelines for treatment of employee personnel records and information.

#### **B. Policy**

Employees have the right to inspect certain documents in their personnel file, as provided by law, in the presence of a LAFCO representative at a mutually convenient time. Employees may add written versions of any disputed item to their file.

LAFCO will attempt to restrict disclosure of an employee's personnel file to authorized individuals within the organization. Any request for information from the file must be made to the Executive Officer or specific designee. Only the Executive Officer or specific designee is authorized to release information regarding current or former employees. Disclosure of personnel information to outside sources will be limited to the extent allowed by law. However, LAFCO will cooperate with requests from authorized law enforcement or local,

state or federal agencies conducting official investigations, with validly issued subpoenas and as otherwise required by law or legal proceeding to be released.

### **3.8 TERMINATION**

#### **A. Overview**

The intent of this policy is to explain the types of termination and LAFCO's procedures for processing terminations.

#### **B. Policy**

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated.

##### **1. Voluntary Resignation**

An employee who voluntarily resigns his/her employment is asked to prepare a written letter of resignation informing LAFCO of the intended resignation date. Although not required, employees who voluntarily resign are asked as a courtesy to give LAFCO at least two weeks' notice prior to the resignation date in order to provide time to search for an adequate replacement if necessary and to ensure a smooth transition.

An employee is also considered to have voluntarily terminated employment by failing to report to work for three consecutive scheduled workdays without notice, or without prior approval by the Executive Officer or Assistant Executive Officer.

##### **2. Discharge**

The violation of the policies and procedures of LAFCO or any other illegal acts may result in disciplinary action up to and including termination. Disciplinary actions may include verbal and written warnings, suspension, probationary periods, and termination of employment, depending on the conduct involved. LAFCO maintains its at-will status at all times. LAFCO reserves the right to utilize any form of disciplinary action, up to and including termination, at any stage it deems appropriate, depending on the circumstances.

#### **C. Exit Interview**

LAFCO will generally schedule exit interviews at the time of employment termination. The exit interview will provide an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to LAFCO, or return of property owned by LAFCO. Suggestions, complaints and questions are encouraged. Employees will receive their final pay in accordance with applicable state law.



D. At-Will Employee

Because employment with LAFCO is based on mutual consent, both the employee and LAFCO have the right to terminate employment at will, with or without cause, at any time. Nothing in this termination policy changes the At-Will Employment policy of LAFCO.

E. Benefits

Employee benefits will be affected by employment termination in the following manner. All accrued, vested benefits that are due and payable upon termination will be paid in accordance with applicable state law. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued, and of the terms, conditions and limitations of such continuance.

## **PART 2 – Salary and Wage Administration**

### **3.9 HIRING AND STAFFING**

A. Overview

The intent of this policy is to provide guidelines on the hiring and staffing practices of LAFCO.

B. Policy

To attract and retain qualified staff for LAFCO, it is the policy of LAFCO to use a criterion-based recruitment process and behavioral-based interview process to ensure the most qualified candidates are hired.

C. Recruiting

Recruiting applicants will be aggressive enough to assure an adequate supply of qualified candidates. The recruitment process may include, but is not limited to, the use of professional recruitment firms, referrals from current or past employees, walk-in applicants, and/or web-based postings.

D. Interviews

The employment interview is a major element in the selection process. It allows the applicant an opportunity to demonstrate his or her capabilities to perform the job and provides information to the candidate about the position. Interviews may be conducted by telephone or in face-to-face sessions.

All interview questions must be job-related and have direct bearing on the tasks of the position. Interviews and questions are standardized so that all applicants are evaluated equally. Questions that express (directly or indirectly) any preference, limitation, or general reference to race, national origin, sex, age, physical handicap or any other protected category are prohibited.

E. Probationary Period

All LAFCO new hires will have a twelve-month probationary period beginning on the first day of employment. The LAFCO supervisor will provide job training during this time period and the employee will be evaluated every three months during the probationary period. LAFCO may terminate an employee during this twelve-month probationary period or at any point in time therein. Nothing in this provision shall alter the at-will status of any employee.

### 3.10 COMPENSATION PRACTICES

A. Overview

The intent of this policy is to provide guidelines on the compensation practices of LAFCO.

B. Policy

It is LAFCO's policy to provide salaried exempt and salaried non-exempt employees with equitable salary compensation for the specific job assignment. The LAFCO salary compensation program is a "pay for performance" system and is designed to ensure LAFCO maintains an equitable value of its jobs while encouraging excellent employee performance. Consideration is given to relevant external factors such as economic conditions and the LAFCO annual budget. The program is implemented through established salary structures and grades, with salary ranges for both exempt and non-exempt employees. These grades provide different rates of pay for positions requiring different degrees of responsibility, experience, skills and knowledge.

Utilization of these criteria permit LAFCO to give individual consideration to each employee's pay in relation to his or her responsibilities, degree of contribution to the success of the agency, and job performance.

C. Salary Increases

Individual salary increases are not awarded on the basis of length of service but based on performance and LAFCO affordability.

Merit Reviews

- a. Merit increases may be awarded during the compensation year in recognition of the employee's performance. The employee's performance is measured primarily on the following criteria as documented in the annual performance review: (1) did the employee successfully achieve his/her agreed upon goals and objectives? (2) What is the employee's overall value to the organization?
- b. The following factors may be considered in the determination of the amount of increase: the employee's position in the pay range; compensation compared to other employees in comparable jobs; and the

annual budget of the organization.

- c. Merit increases, if awarded, are typically effective at the beginning of the fiscal year but may also be deferred to any effective date within the compensation year. Employees may also receive a "pass" on any merit increase in base salary if (1) his/her performance in the fiscal year has not been worthy of an increase, and/or (2) the agency's budget does not have sufficient funds for increases.

- d. Probationary Merit Increase

If an employee is appointed at Step 1 of the salary range, he/she may be eligible to receive a 2.5% step increase upon completion of six-months of service based on his/her performance.

- e. Merit Performance Incentive Pay Program for Employee at Top-Step

Once an employee reaches the top-step of the salary range for his/her classification, each year, in conjunction with the annual performance evaluation, the employee may be eligible to receive Merit Performance Incentive Pay ranging from zero to three percent of his/her annual base salary.

- D. Organizational Promotion

- a. A promotional increase may be awarded to an employee who experiences a significant change in the level or kind of work performed.
- b. A promotional increase may be awarded to an employee who performs at a high level of competence and has demonstrated readiness to assume broader, more complex assignments if these assignments become available.

Proposed promotions from non-exempt to exempt salaried status, or from hourly to salaried status, must meet the exemption tests of the California Department of Industrial Relations Industrial Welfare Commission Wage Order (California Wage Orders) and the Federal Fair Labor Standards Act.

### **3.11 EMPLOYMENT CATEGORIES**

- A. Overview

The intent of this policy is to define employment classifications so that employees understand their employment status and benefit eligibility.

- B. Policy

These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and LAFCO.

- C. Exempt/Nonexempt

Each employee is designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws. An employee's EXEMPT or NONEXEMPT classification may be changed only upon written notification by the Executive Officer. Generally, EXEMPT employees (as defined by the Fair Labor Standards Act of 1938) are not eligible for minimum wage or overtime pay, while NON-EXEMPT employees are eligible.

D. Employment Categories

In addition to the above categories, each employee will belong to one other employment category:

1. Regular Full Time – Employees who are not in an extra help status and who are regularly scheduled to work LAFCO's full-time schedule. Generally, they are eligible for LAFCO's benefit package, subject to the terms, conditions, and limitations of each benefit program.
2. Part Time – Employees who are not assigned to an extra help status and who are regularly scheduled to work less than 30 hours per week. While part time employees do receive all legally mandated benefits (such as Social Security and workers' compensation insurance), they may be ineligible for some of LAFCO's other benefit programs.
3. Extra help – Employees who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Extra help employees retain that status unless and until notified of a change in writing signed by the Executive Officer. Extra help employees are ineligible for LAFCO's benefit programs unless otherwise required by law.
4. Intern – LAFCO sometimes utilizes the services of paid student interns. Interns are used to supplement the LAFCO work force and provide opportunities for local students to gain local government work experience. Employment is for a specified period of time. Interns are ineligible for LAFCO's benefit programs.

E. Job Descriptions

Job descriptions are adopted by the Commission in the Classification and Compensation Resolution. Please refer to Resolution CP 18-04 for the current job descriptions.

### 3.12 PAY POLICIES

A. Overview

The intent of this policy is to explain and clarify wage administration, work hours and time-keeping.

B. Payment of Wages

All of employees are paid biweekly (every two weeks). There are 26 pay periods each year with payday being every other Friday. In the event that the normal payday falls on a LAFCO holiday, the pay date will be the first day immediately prior to the normal pay date.

C. Pay Advances

LAFCO does not give advances against wages or un-accrued vacation time.

D. Corrections to Payroll

Errors arising from the payroll processing will be worked out with the payroll contact and the employee. Payment due to a correction will be processed in accordance with state law.

E. Overtime Pay

When LAFCO's needs cannot be met during regular working hours, employees may be required to work overtime. All overtime work for nonexempt employees must receive prior authorization of the Executive Officer. Overtime compensation is paid to all nonexempt employees in accordance with federal and state wage and hour laws, based on actual hours worked.

F. Work Hours

Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week, at the discretion of the Executive Officer.

G. Time-Keeping

Accurately recording time worked is the responsibility of every nonexempt employee. Federal and state laws require LAFCO to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Nonexempt employees shall accurately record the actual time they begin and end their work electronically. An employee who submits erroneous timesheets will be subject to discipline, up to and including termination. Altering, falsifying, or tampering with time records may result in termination.

Any modifications to a time record must be initialed by the employee, supervisor and the Executive Officer.

Exempt employees are expected to also keep track of their hours on a timesheet to be provided by LAFCO.

### **3.13 Compensation Structure**

- A. The compensation structure is performance-based with ten-step salary ranges for each classification. (See the Classification and Compensation Resolution CP 18-04 for details)

## **PART 3 – Benefits**

### **3.14 INSURANCE AND OTHER BENEFITS**

- A. Overview

The intent of this policy is to provide insurance and other benefits to all regular full-time and part-time employees of LAFCO. The Commission will review and may change these benefits on an annual basis at its discretion.

- B. Policy

LAFCO employees will receive health insurance, dental insurance and other insurance depending on their particular classifications. These insurance benefits will generally, but are not required to be, the same as provided to County of Orange employees. LAFCO employees are also eligible to participate in the Orange County Employees Retirement System (OCERS) and the County of Orange Defined Contribution 457(b) and 401(a) Plans. The Commission will review and establish the benefits annually at its discretion. A Benefits Summary Chart will be prepared annually setting forth these benefits and provided to all LAFCO employees.

### **3.15 TUITION REIMBURSEMENT**

- A. Overview

LAFCO encourages and supports efforts by its employees to improve their skills and educate themselves for advancement. LAFCO believes that assisting the employee in the pursuit of an educational agenda or to otherwise expand their work-related knowledge base will benefit both the employee and LAFCO.

- B. Policy

All regular full-time employees of LAFCO, who have successfully completed the twelve-month probationary period, are eligible to receive educational assistance.

Upon pre-approval by the Executive Officer, the following reimbursement policies have been outlined to cover tuition and course/seminar or degree related expenses:



1. Maximum company reimbursement for all course or degree related expenses is \$3,000 per calendar year in pursuit of any approved courses, seminars, certifications, associate degree, or bachelor's degree. Reimbursement in pursuit of an approved masters or doctoral degree program is \$5,000 per calendar year.
2. Employees will not be reimbursed for more than two (2) courses in a single semester or quarter.
3. Courses must be related to the work of the employee's position or occupation and must be taken at accredited institutions.
4. Pre-approval of classes (or course of study) is required by the Executive Officer. Employees must submit a written request for tuition reimbursement, prior to enrolling in the class, to the Executive Officer for approval.
5. Must be a LAFCO employee throughout the duration of the course.
6. The percentage of reimbursement is based on the grade earned for each college seminar, certification, associate, bachelors, masters or doctoral degree course:

Grade A	100%
Grade B	100%
Grade C*	50%
Pass/Credit	50%

\*Master's and doctoral degree courses completed with a letter grade of "C" or below are not eligible for any reimbursement.

7. Reimbursable expenses include tuition, required textbooks, lab fees, library fees, and required registration and parking fees.
8. Upon completion of the course, official grades and receipts must be submitted to the Executive Officer for reimbursement. Taxes are withheld on educational reimbursements when required by law.

### **3.16 STAFF MILEAGE REIMBURSEMENT**

#### **A. Policy**

LAFCO staff will be reimbursed at the currently applicable IRS rates for reasonable and necessary mileage expenses when personal vehicles are used for LAFCO-related business, including, but not limited to, meetings, project site visits, and conferences. To receive mileage reimbursement, a form indicating the date of the trip, number of miles traveled, purpose of the trip, and reimbursement calculation is required to be submitted for review and approval by the Executive Officer. If approved, the form is submitted to the Bookkeeper for issuance of a reimbursement check.

## **PART 4 – Time Off**

### **3.17 SICK LEAVE BENEFITS**

#### **A. Overview**

The intent of this policy is to provide paid time off for the purpose of illness or other medical requirements.

The Commission will review and may change any of these sick leave benefit provisions on an annual basis at its discretion.

#### **B. Policy**

LAFCO provides paid sick leave benefits to all regular full-time and regular part-time and extra help employees for periods of temporary absence due to illnesses or injuries described in Section 3.17D of this policy.

#### **C. Accumulation of Sick Leave**

During the first three (3) years of employment, an employee shall earn .0347 hours of sick leave with pay for each paid hour in a regularly scheduled workweek or period (approximately seventy-two [72] hours per year).

After an employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours, approximately three (3) years, the employee shall earn .0462 hours of sick leave with pay for each paid hour in a regularly scheduled work period (approximately ninety-six [96] hours per year).

Sick leave earned shall be added to the employee's sick leave accumulation account upon the completion of the pay period, with no credit to be applied during the progress of the pay period or for a portion of the pay period or for a portion of the pay period during which the employee terminates service.

Extra Help Employees shall accrue sick leave at a rate of not less than one hour per every 30 hours worked beginning at the commencement of employment.

Extra Help Employees will have a maximum sick leave accrual of 48 hours. Extra Help Employees will not accrue any additional sick leave hours once they hit 48 hours in their sick leave balance. Once they fall below 48 hours of sick leave accrual, they will begin to accrue sick leave again. Extra Help Employees may use up to a maximum of 24 hours sick leave annually.

Should an Extra Help Employee become a regular full time or part time employee, the pro-rated sick leave hours they accrued as an Extra Help will roll over into their sick leave account as a regular full time or part time employee.

#### **D. Uses of Sick Leave**

Sick leave may be applied to the following circumstances:

1. An absence necessitated by an employee's personal illness or injury.
2. Medical and dental office appointments.
3. Absence from duty because the employee's presence is needed to attend to the serious illness of a member of his or her immediate family. Employees may use up to one-half of their yearly sick leave for the purpose of attending to a family member who is ill. For purposes of this policy, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, grandparent, spouse, child, grandchild, domestic partner or legal guardian. All conditions and restrictions placed on an employee's use of sick leave apply also to sick leave used for care of a family member.
4. Illnesses while on paid vacation will be charged to sick leave rather than vacation only under the following conditions:
  - a. The illness or injury of the employee or member of the employee's immediate family was of a nature that would preclude the effective use of vacation and would prevent the employee from performing his or her normal duties.
  - b. The employee must notify the Executive Officer within four (4) calendar days of the beginning of the illness or prior to the end of his or her vacation leave, whichever is sooner, to request that his or her illness on vacation be charged to sick leave.
  - c. LAFCO shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.
  - d. Upon the employee's return to work, the employee must furnish LAFCO with a certificate signed by a licensed physician or registered nurse stating the nature of the medical condition and the period of disablement.
5. Absence from duty because of personal emergencies is not to exceed twenty (20) working hours during the fiscal year. A personal emergency is something unanticipated that requires the employee to personally attend to the situation and must be attended to during normal working hours.
6. An absence due to the air pollution alert, which prevents the employee traveling to his or her work location.
7. If an employee is a victim of domestic violence, sexual assault, or stalking as described in Labor Code Section 230(c) and 230.1(a).

Sick leave shall not be applied to an absence which occurs on a holiday observed by LAFCO.

In any use of sick leave, an employee's account shall be charged to the nearest quarter hour for a non-exempt employee, while exempt employees will be

charged only for full-day absences. Exempt employees are defined as those employees who are exempt from overtime rules under the Fair Labor Standards Act.

Employees are required to notify the Executive Officer or immediate supervisor by telephone within one-half hour after the start of the workday on their first day of absence due to an illness or injury. It is the responsibility of the employee to keep the supervisor informed as to continued absence beyond the first day.

An employee may be required to furnish a certificate issued by a licensed health care provider or other satisfactory evidence of illness, injury, medical condition or medical or dental office calls when LAFCO has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.

LAFCO employees, with the approval of the Executive Officer, may transfer up to 80 hours of sick leave per year to another LAFCO employee if needed to cover time off for medical or dental appointments or personal emergencies.

Any accrued, unused sick leave will roll over into the next calendar year.

E. No Payout of Sick Leave

There is no payout for unused accumulated sick leave when an employee leaves employment with LAFCO.

F. Transfer of Sick Time between LAFCO Employees

LAFCO employees, with the written approval of the Executive Officer, may transfer a portion of their unused sick time balance to another LAFCO employee under the following circumstances:

1. A LAFCO employee may transfer no more than 80 hours of sick time to any one LAFCO employee during any calendar year.
2. The LAFCO employee receiving the sick time transfer must be experiencing personal or family medical issues requiring extended periods of time away from the office.
3. The LAFCO employee transferring sick time must maintain a minimum balance of at least 40 hours of sick time after an approved transfer.
4. All sick time transfer requests must be approved by the Executive Officer.

### 3.18 VACATION

#### A. Overview

This policy applies to all regular full-time and part-time employees of LAFCO. The intent of this policy is to provide paid time off for employees as a means to rest and rejuvenate. LAFCO encourages employees to utilize this benefit every year. LAFCO believes personal time off is an important means to enable continuation of strong performance and positive contribution to LAFCO, as well as encourage a balanced and enriching life for employees.

The Commission will review and may change any of these vacation benefit provisions on an annual basis at its discretion.

#### B. Policy

During the first three years of employment, an employee shall earn approximately .0385 hours of vacation leave with pay for each hour in a regularly scheduled workweek or period (80 hours or 10 days per year).

After an employee has been paid for 6,240 regularly scheduled hours, approximately three years, the employee shall earn approximately .0577 hours of vacation leave with pay for each paid hour in a regularly schedule work period (120 hours or 15 days per year).

After an employee has been paid for 20,800 regularly scheduled hours, approximately ten years, the employee shall earn approximately .0769 hours of vacation leave with pay for each paid hour in a regularly scheduled work period (160 hours or 20 days per year).

Regular part-time employees with continuous service working 20 hours or more per week will accrue vacation in accordance with the above schedule, on a pro-rated basis determined by normal hours worked. Active service for all regular employees commences with their first day of work and continues thereafter unless broken by an absence without pay or leave of absence. Extra help employees do not accrue paid vacation.

Employees cannot accumulate more than 240 hours of vacation.

Accrual ceases until vacation is utilized to bring the amount of accrued vacation below the applicable cap or vacation is cashed out as permitted by this policy.

In order to request vacation time, employees should submit a written request to the Executive Officer or Assistant Executive Officer. Efforts will be made to accommodate all employees' requests for specific vacation leave time. However, the Executive Officer or Assistant Executive Officer will also consider the needs of LAFCO when evaluating vacation requests.

In rare cases, the Executive Officer may allow an employee to take an advance on vacation accrual time; however, this advance will not be allowed to exceed

the amount of time the employee is scheduled to accrue during the current service year. Before any advance on vacation is granted, the employee will sign an authorization which authorizes LAFCO to deduct from his/her final paycheck the amount of any un-accrued vacation time advanced to the employee which has not subsequently been accrued.

During each fiscal year an employee may request to be paid for accrued vacation in either two (2) separate increments of up to forty-five (45) hours each or one (1) increment of up to ninety (90) hours.

Upon separation from LAFCO employment, an employee is eligible to be paid for accrued, unused vacation days up to a maximum of 240 hours at 100% of the employee's hourly salary. In cases where an employee terminates employment with LAFCO and has been permitted to take vacation time prior to actual accrual, the final paycheck will reflect a deduction relative to the amount of un-accrued time off taken.

A holiday that falls during an employee's vacation leave will be treated and paid as a holiday and not as a day of vacation leave.

### **3.19 HOLIDAY**

#### **A. Overview**

The intent of this policy is to provide paid time off for eligible employees for holidays throughout the year.

#### **B. Policy**

Holiday time off with pay will be granted to all regular full-time employees and regular part-time employees (prorated) for the days designated by the County of Orange on an annual basis. Each part-time employee scheduled to work, but permitted to take the day off, shall receive pay computed at the employee's basic hourly rate for the number of hours the employee was regularly scheduled to work. A part-time employee shall receive compensatory time at the rate of one (1) hour for each five (4) hours of regularly scheduled work in the workweek up to a maximum of eight (8) hours of compensatory time. Holidays will vary year to year and a schedule will be published each year.

### **3.20 COMPENSATORY TIME**

#### **A. LAFCO employees earn compensatory time ("comp time") when a County holiday falls on a "flex" day. Limited comp time is also earned during the calendar year to allow employees time off to attend special religious or other designated events.**

#### **B. Policy**

For employees who are not scheduled to work on a holiday (whose regular day off is the holiday) or their flex day falls on a holiday, management should work with employees to offer one of the following options:



- The employee may change his or her schedule and take another day off in the same pay period where operationally feasible and without incurring overtime liability;
- For employees who are not on an eight-hour day schedule, the employee may go on an eight-hour day schedule for the workweek in which the holiday falls;
- The employee may bank eight (8) hour of non-cashable compensatory time for use at a later date.

Compensatory time may be used in lieu of vacation time for time off. Compensatory time shall have *no cash value* and any unused hours will be forfeited upon separation from the County.

### 3.21 PREGNANCY LEAVE

#### A. Eligibility

In accordance with applicable law and this policy, female employees are eligible for a leave of absence and/or transfer on account of pregnancy, regardless of length of service with LAFCO Orange County ("LAFCO").

#### B. Pregnancy Disability Leave

1. A woman is "disabled by pregnancy" if, in the opinion of her health care provider, she is unable to work at all or is unable to perform one or more of the essential functions of her job or to perform these without undue risk to herself, to the successful completion of her pregnancy, or to other persons.
2. Pregnancy disability leave is for any period(s) of actual disability caused by pregnancy, childbirth, or related medical conditions. Where medically advisable, pregnancy disability leave may be taken for a reasonable period of time, up to four months per pregnancy (eighty-eight workdays for a full-time employee). Employees who regularly work more or less than a 40-hour workweek are entitled to such leave on a pro rata basis.
3. Time off for necessary prenatal or postnatal care, as well as for any conditions such as severe morning sickness, doctor-ordered bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, post-partum depression, childbirth, loss and end of pregnancy, and recovery from childbirth are all covered by pregnancy disability leave.

#### C. Leave Due to Normal Childbirth

Even if the employee is not disabled by pregnancy, childbirth, or related medical conditions, a pregnant employee is entitled to up to six weeks of leave for normal childbirth. Employees working more or less than a 40-hour work week are entitled to such leave on a pro rata basis.

D. Leave, Transfer and Other Reasonable Accommodation Requests

1. Pregnant employees should notify the Executive Officer as soon as possible regarding their intent/need to take a leave of absence or to transfer due to pregnancy, childbirth, or related medical conditions. Such notice should specify the anticipated timing and duration of the leave or transfer.
2. Where the need for a leave of absence or transfer is foreseeable, employees must provide such notice at least 30 days prior to the date the leave or transfer is to begin. Further, employees must consult with the Executive Officer regarding the scheduling of any planned medical treatment or supervision so as to minimize any disruption to LAFCO's operations. (Actual scheduling of the leave/transfer is subject to the approval of the employee's health care provider.)
3. Where 30 days advance notice is not possible, notice must be given as soon as possible. However, LAFCO will not deny a pregnancy disability leave or transfer where the need for leave is an emergency or was otherwise unforeseeable.
4. LAFCO shall respond to the leave or transfer request as soon as practicable and, in any event, no later than 10 calendar days after receiving the request. LAFCO shall attempt to respond to the leave request before the date the leave is due to begin. Once, given, approval shall be deemed retroactive to the date of the first day of the leave.
5. Reasonable accommodation other than leave or transfer will be granted upon request. Such requests must be supported by a written certification from the employee's health care provider.

E. Intermittent Leave

Pregnancy Disability Leave need not be taken in one continuous block. It may be taken on an as-needed basis, intermittently or on a reduced work schedule. If it is medically advisable and foreseeable that an employee will be taking intermittent leave or leave on a reduced work schedule, LAFCO may require that the employee transfer temporarily to an available alternative position.

1. An "alternative position" is one that provides pay and benefits equivalent to those of the employee's regular position and better accommodates recurring periods of leave than the employee's regular job. It does not have to have equivalent duties. However, the employee must be qualified for the position.
2. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work schedule.

F. Temporary Transfers

1. An employee may request a temporary transfer to a position with less strenuous or less hazardous duties when the employee's health care provider certifies that such a transfer is medically advisable.
2. Temporary transfers will be granted where appropriate and when LAFCO is able to reasonably accommodate the transfer, provided that the transfer would not require LAFCO to:
  - a. Create additional employment;
  - b. Discharge another employee;
  - c. Violate a collective bargaining agreement;
  - d. Transfer a more senior employee in order to make room for the pregnant employee's transfer; or
  - e. Promote or transfer the employee or any other employee to a position for which he/she is not qualified.

G. Certifications

1. As a condition of taking a Pregnancy Disability Leave or transfer, the employee must provide medical certification from her health care provider that she is disabled due to pregnancy, childbirth or related medical conditions and/or that a transfer to an alternative position is medically advisable.
2. The medical certification should include:
  - a. The date on which the employee became disabled due to pregnancy or the date of the medical advisability for the transfer;
  - b. The probable duration of the period(s) of disability or the period(s) for the advisability of the transfer; and
  - c. A statement that, due to the disability, the employee is unable to work at all or to perform any one or more of the essential functions of her position without undue risk to herself, to the successful completion of her pregnancy, or to other persons or a statement that, due to pregnancy, the transfer is medically advisable.

H. Fitness for Duty

The employee must provide certification from her health care provider of her fitness for duty prior to being reinstated.

I. Pay During Leave

1. Pregnancy Disability Leave is unpaid leave. However, the employee may elect to use or LAFCO may require that the employee use accrued sick leave to provide pay during the period of Pregnancy Disability Leave.
2. An employee may also elect, at her option, to use accrued vacation or other accrued paid time off, if any, to provide pay during pregnancy disability leave. The use of paid leave runs concurrently with Pregnancy Disability Leave and does not extend the length of the Pregnancy Disability Leave.

3. The employee may also be eligible to receive temporary disability insurance payments during her Pregnancy Disability Leave, and to coordinate the use of any accrued sick leave and/or vacation to supplementary temporary disability insurance payments.

J. Reinstatement

1. The employee is entitled to be reinstated to the same or a comparable position upon release to return to work by her health care provider.
  - a. Where a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated by the date agreed upon, provided that the employee has provided medical certification of her fitness for duty.
  - b. If the actual reinstatement date differs from the original agreement, the employee will be reinstated within two business days, where feasible, after the employee notifies LAFCO of her readiness to return and provides medical certification of her fitness for duty.
  - c. Failure to return to work on the next work day following the expiration of pregnancy disability leave may be grounds for termination of employment.
2. The employee is not, however, entitled to any greater right of reinstatement than she would have had if she had not taken leave. Thus, reinstatement to the "same position" may be denied if for legitimate business reasons unrelated to the employee having taken a Pregnancy Disability Leave or transfer, the employee would not otherwise have been employed in her same position at the time reinstatement is requested.
3. Also, the employee has no greater right to reinstatement to a "comparable position" or to other benefits and conditions of employment than an employee who has been continuously employed. Thus, reinstatement to a comparable position may be denied if there is no comparable position open on the employee's scheduled date of reinstatement or within 60 calendar days thereafter.
4. In the event that the employee takes family and medical leave under the California Family Rights Act ("CFRA") following her pregnancy disability leave for the birth of her child, the employee's right to reinstatement shall be governed by the CFRA and LAFCO's Family and Medical Leave Policy rather than these provisions.

K. Seniority and Benefits

1. In general, employees taking Pregnancy Disability Leave will be treated the same as other similarly situated employees taking disability leave.
2. The employee returning from a Pregnancy Disability Leave shall return with no

less seniority than she had when the leave commenced for purposes of layoff, recall, promotion, job assignment, and seniority related benefits such as vacation.

3. The employee shall retain employee status during the period of leave, and the leave shall not constitute a break in service for purposes of longevity and/or seniority.

L. Federal Family and Medical Leave

In accordance with the FMLA, LAFCO shall count each day of pregnancy disability leave against an eligible employee's entitlement to up to 12 weeks of federal family and medical leave under the FMLA.

M. Group Health Insurance

Where an eligible employee is on Pregnancy Disability/FMLA Leave, LAFCO will continue the employee's group health insurance coverage under the same terms and conditions as applied prior to the leave of absence.

1. In the event that the employee fails to return from leave, LAFCO may recover premiums it paid to maintain group health insurance coverage. (For details, see LAFCO's Family and Medical Leave Policy.)
2. If the employee coverage ceases after the exhaustion of Pregnancy Disability Leave/FMLA or other leaves, the employee may continue group health insurance coverage pursuant to federal and state COBRA guidelines.

N. California Family Rights Act ("CFRA")

The right to take a Pregnancy Disability Leave is separate and distinct from the right to take family and medical leave under the CFRA. Thus, at the end of the employee's period(s) of pregnancy disability, or at the end of four months pregnancy disability leave, whichever occurs first, an eligible employee may request to take up to 12 workweeks of CFRA leave in accordance with LAFCO's family and medical leave policy.

1. There is no requirement that either the employee or her child have a serious health condition or that the employee no longer be disabled by her pregnancy before taking CFRA leave for the birth of a child.
2. Where the employee has used all four months of her pregnancy disability leave prior to the birth of her child, and her health care provider determines that a continuation of the leave is medically necessary, LAFCO may, but is not required to, allow the use of CFRA leave prior to the birth of a child. The employee may also request reasonable accommodations under the Americans With Disabilities Act and/or the Fair Employment and Housing Act, if applicable.
3. The maximum possible combined leave for pregnancy disability/FMLA and CFRA leave due to the birth of a child is four months and 12 workweeks.
4. CFRA leave taken due to the birth of the employee's child must be concluded within one year of the child's birth. The basic minimum duration of such leave

shall be two weeks, except that LAFCO will grant a CFRA leave of less than two weeks duration on any two occasions within one year of the child's birth.

### **3.22 OTHER TIME OFF**

#### **A. Overview**

This policy applies to all regular full-time and regular part-time employees of LAFCO. The intent of this policy is to outline other types of paid and unpaid time-off available to eligible employees.

#### **B. Bereavement Leave**

In the event of a death in the immediate family, up to 5 consecutive days of paid bereavement leave will be provided to all regular full-time and regular part-time employees of LAFCO.

Immediate family is defined as the employee's spouse, parent, child, sibling; the employee's spouse's parent, child, or sibling; the employee's child's spouse; grandparents or grandchildren; the employee's domestic partner. Special consideration will also be given to any other person whose association with the employee is similar to any of the above relationships.

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may also, with the approval of the Executive Officer, use any available paid leave for additional time off as necessary. If more time off is requested, it will be granted only at the discretion of the Executive Officer. Bereavement pay is calculated based on the base pay rate at the time of absence and prorated for part-time employees.

#### **C. Jury Duty Leave**

LAFCO encourages employees to fulfill their civic responsibilities by serving jury duty or appearing in court as a witness when required. LAFCO provides 30 days of paid time off for jury duty service. For service longer than 30 days, employees will receive unpaid leave if approved by the Executive Officer, subject to review by the Commission. Employees may use any accrued vacation.

Employees must show the jury duty summons to the Executive Officer as soon as possible so that arrangements may be made to accommodate their absence. Employees are expected to report for work whenever the court schedule permits, including any remaining parts of a normally scheduled workday.

LAFCO will continue to provide health insurance benefits for the full term of the jury duty absence. Vacation, sick leave, and holiday benefits will continue to accrue during jury duty leave.

#### **D. Domestic Violence Victim Leave**

Employees who are victims of domestic violence may take unpaid time-off to appear in court to attempt to obtain relief for themselves or their child. In addition, they may take unpaid time-off to seek medical attention, obtain services from a domestic



violence program, obtain psychological counseling, or participate in safety planning. If desired, employees may use any accrued time off. Reasonable notice must be given to the Executive Officer before appearing in court. Note that under the sick leave policy it would be possible for employees to access their accrued sick time and/or vacation for this purpose.

#### E. Time Off to Vote

Generally, employees are able to find time to vote either before or after their regular work schedule. If, however, full-time employees are unable to vote in an election during their non-working hours, LAFCO will grant up to 2 hours of paid time off to vote.

Employees requiring time off to vote should make their requests at least two working days prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule. Employees must submit a voter's receipt on the first working day following the election to qualify for paid time off.

#### F. Military Leave

Military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Military and Veterans Code section 394.5. Advance notice of military service is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.

Employees, who have been employed at least one year, are eligible for up to 30 days of paid leave for active duty training.

Employees on military leave will receive rights and benefits comparable to those they would receive under LAFCO's policies for other types of leave. Continuation of health insurance benefits is available based on the length of the leave and subject to the terms, conditions and limitations of the applicable plan for which the employee is otherwise eligible. Employees on leave for no more than 30 days will receive continued health insurance benefits but are responsible for paying their portion of the health care coverage continuation rights. Vacation, sick leave and holiday benefits will continue to accrue during any paid portion of a military leave of absence.

The Federal Family and Medical Leave Act (FMLA) also entitles eligible employees to take leave for a covered family member's service in the Armed Forces. This policy supplements our FMLA policy and provides a general notice of employee rights to this leave. Except as stated below, such rights and obligations for service member FMLA are governed by our existing FMLA policy. Service member FMLA runs concurrent with other leave entitlements provided under federal, state and local law. Service member FMLA provides eligible employees unpaid leave for any one, or combination, of the following reasons:

- A "qualifying exigency" arising when the employee's spouse, son, daughter or parent, who is a member of the Armed Forces (including National Guard and Reserves), is on covered active duty or has been notified of an impending call to order to covered active duty; and/or

- To care for a covered family member who has incurred an injury or illness while in the Armed Forces provided that such injury or illness renders the family member medically unfit to perform duties of the member's office, grade, rank or rating and is certified by the service member's health care provider.

When leave is due because of a "qualified exigency" concerning the military duty of a family member, an eligible employee may take up to 12 workweeks of leave during any 12-month period.

When leave is to care for an injured or ill service member, an eligible employee may take up to 26 weeks of leave during a single 12-month period to care for a service member. Leave to care for an injured or ill service member, when combined with other FMLA-qualifying leave, may not exceed 26 workweeks in a single 12-month period.

Where spouses are both employed by LAFCO, they may take up to, in aggregate, 26 workweeks of service member FMLA, provided that any portion of the aggregate leave that is not for care of a family service member does not exceed 12 workweeks.

In any case where it is foreseeable that an employee will need service member FMLA, that employee must provide notice of his or her intent to take leave as soon as reasonably possible and provide certification of either the "qualified exigency" or family service member's need for care as soon as practicable.

#### G. Workers' Compensation Leave

If an employee sustains a work-related injury, he or she will be eligible for a medical leave of absence for the period of disability in accordance with all applicable laws covering occupational injuries.

Where an employee's work-related injury qualifies as a serious health condition, any Workers' Compensation Leave taken will be considered part of his or her entitlement, if any, to leave under the Family and Medical Rights Act ("FMLA") and the California Family Rights Act ("CFRA"). Employees on Workers' Compensation Leave should keep their supervisor informed as to their work status and will need to provide a doctor's release before returning to work.

#### H. Volunteer Emergency Leave and Training

If employees volunteer as a firefighter, reserve peace officer, or emergency rescue personnel, they may be entitled to unpaid leave to perform emergency duty. In addition, they may take unpaid leave of up to 14 days per calendar year for the purpose of engaging in fire or law enforcement training. If an employee qualifies for these types of leave, he or she may use accrued vacation during the leave. Time spent on this leave counts for purposes of determining "length of service". However, vacation will not be accrued, and holiday pay will not be received during this leave.

#### I. Time Off for Parents to Attend School Activity

Employees, who are parents of one or more children in kindergarten, or in grades 1 through 12, may take time off of up to forty (40) hours per school year to attend

authorized school activities which involve one or more of the employee's school age children. To be eligible for parental time off, the employee must obtain from the school, written verification that he or she attended or participated in the school activity. Parental time off may not exceed eight hours in any calendar month.

Employees may use any accrued vacation while they attend their child's school activities. If not, employee's parental time off will be unpaid. For scheduling purposes, employees must notify the Executive Officer at least one (1) week before the date of the school activity, so that their work duties may be covered.

J. Literacy Education Leave

LAFCO will reasonably accommodate employees who are seeking to enroll in an adult literacy education program provided the accommodation requested would not result in an undue hardship to LAFCO. LAFCO does not provide paid time off for participation in an adult literacy education program.

K. Alcohol and Drug Rehab Leave

LAFCO will reasonably accommodate employees who wish to voluntarily enter and participate in an alcohol or drug rehabilitation program provided that the accommodation does not impose an undue hardship on LAFCO. LAFCO does not provide paid time off for participation in an alcohol or drug rehabilitation program.

This policy in no way restricts LAFCO's right to impose discipline, including actions up to and including termination of employment, for violation of LAFCO's drug and alcohol policy.

### 3.23 FAMILY AND MEDICAL LEAVE

A. Overview

The intent of this policy is to outline and explain some of the rules and requirements applying to Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).

Note: Employers with at least 50 employees are required to comply with the (FMLA/CFRA).

B. Eligibility

Regular full-time and regular part-time employees are eligible to request unpaid Family and Medical Leave under CFRA/FMLA if, at the time leave commences, all of the following apply:

1. Must have worked for LAFCO for at least twelve (12) months at any time (need not be continuous).
2. Must have worked at least 1,250 hours during the twelve (12) months immediately preceding the start of the leave.

Part-time employees who meet the requirements will calculate Family and Medical Leave on a prorated basis according to the number of hours they are normally scheduled to work.

C. Reasons for Leave

Leave may be requested for any of the following reasons:

1. Birth, adoption, or foster care placement of a child.
2. Serious health condition of an employee's spouse, registered domestic partner, child, or parent (not parent in-law).
3. Serious health condition of the employee.

Family and Medical Leave is not available for non-serious conditions (including minor illnesses or for voluntary or cosmetic treatments) unless inpatient care is required or for routine preventive physical examinations.

D. Limitations

The following limitations apply to Family and Medical Leave:

1. For birth, adoption, or placement in foster care, leave must be concluded within twelve months of the birth, adoption, or placement.
2. Spouses who both work for LAFCO are permitted a combined total of twelve workweeks during any twelve-month period for the birth of a child or placement for adoption or foster care. The limitation applies even if the spouses work at different work-sites.
3. The limit does not apply to leave taken by either spouse to care for a family member or for the employee's own serious illness. For example, if both husband and wife took 5 workweeks each of Family and Medical Leave for the birth or adoption of a child, then later both are entitled to six workweeks each for personal illness or to care for a family member.

E. Length of Leave

The length of Family and Medical Leave is up to twelve workweeks within a twelve-month period (exception for Pregnancy Disability and Military Caregiver - see policies). The twelve-month period begins the date the leave is taken. There is no carryover of unused leave from one twelve-month period to the next twelve-month period. Holidays that fall during the leave are counted against leave entitlement.

If at the end of twelve weeks the employee is unable to return to work, they may request a personal leave without pay. Such leave is granted at the discretion of LAFCO, and there is no requirement to hold the job available during the personal leave. LAFCO will, however, be governed by the Americans with Disabilities Act, the California Fair Employment and Housing Act, and Worker's Compensation regulations, if applicable.

F. Intermittent or Reduced Scheduled Leave

Family leave taken for the purpose of birth or placement of a child will generally be granted in minimum amounts of two weeks. However, an employee may request smaller increments of leave time which will be subject to company approval based upon business requirements.

Family and Medical Leave for the employee's own serious health condition, family care leave for the serious health condition of the employee's spouse, parent, or child; and military caregiver leave may be taken intermittently or on a reduced schedule when medically necessary. Where the intermittent or reduced schedule leave is for planned medical treatment, the employee must make an attempt to schedule the treatment so as not to unduly disrupt LAFCO's operations. Military exigency leave also may be taken intermittently or on a reduced schedule.

If leave is taken intermittently or as a reduced work schedule, the amount of time used under Family and Medical Leave is only the time actually taken. For example, one day of leave per week for an employee who works five days per week is the equivalent of 1/5 of a week of Family/Medical Leave used.

#### G. Temporary Alternative Positions

An employee may be placed in a temporary alternative position if they request intermittent or reduced schedule leave, or the existing position description may be altered, to better accommodate the employee's need for recurring periods of leave. The alternative position may not have equivalent duties but will receive equivalent pay and benefits. The employee must be qualified for the position. They may also be transferred to a part-time job with the same hourly rate of pay and benefits.

#### H. Impact on Benefits

Health insurance premiums that are normally paid by LAFCO will continue to be paid during Family and Medical Leave for a maximum of twelve workweeks in a twelve-month period. The employee is still responsible for his or her share of the health insurance premiums during the period of leave. If the employee substitutes paid leave for the unpaid leave, such payments will be deducted from the employee's pay through payroll deductions. Otherwise, the employee must make arrangements with LAFCO to pay for such premiums.

LAFCO may recover any health insurance premiums it paid during the leave if the employee fails to pay his or her share of the premiums during the leave or the employee fails to return to work from leave for a reason other than recurrence, continuation, or onset of a serious health condition for which leave under this policy is allowed or other circumstance beyond the employee's control.

Service time, as well as vacation and incidental absence time, will continue to accrue during, but not exceeding, the twelve-week period. Employees will not be paid for holidays if they are in an unpaid status. For Family and Medical Leave of thirty days or less, reviews relating to salary and performance will continue as usual. A salary action which would have ordinarily taken place during the time of the leave will become effective upon the employee's return to work. For Family and Medical Leave of over thirty days, Salary and Performance Reviews will be extended equal to the length of the leave.

I. Pregnancy Disability

In addition to the pregnancy disability leave described in this handbook, an eligible pregnant California employee is entitled to up to twelve additional workweeks of CFRA Leave. The maximum time to be taken off is: four months pregnancy disability/FMLA (with a health care provider's certification) plus twelve workweeks CFRA.

J. Requesting a Leave

An employee will be asked to provide certification from a health care provider that the leave is medically necessary when requesting a leave for their own health condition. If the health condition is that of a parent, spouse, or child, the health care provider must certify that the employee's care is required.

All Requests must be provided in writing and include information and a schedule relative to the leave. Employees are requested to give as much advance notice as possible. Thirty (30) days is considered a minimum. In cases of emergency, give as much notice as possible under the circumstances. If the leave schedule is flexible, employees are required to try to schedule the leave so as not to unduly disrupt LAFCO's operations.

K. Integration with Paid Leave

Leave provided under FMLA/CFRA is unpaid. However, at the option of LAFCO or the employee, accrued vacation (or, Sick Leave where the leave is required due to the employee's serious health condition or the serious health condition of a family member and Sick Leave would otherwise be permitted under LAFCO's policy) may be substituted for any unpaid Family/Medical Leave. This designation of Family and Medical Leave will be made by LAFCO at the time the employee requests the leave or when LAFCO determines that the leave qualifies as Family and Medical Leave based on the information provided. In either case, the total of paid and unpaid leave provided is limited to twelve workweeks.

L. Upon Return from Leave

Employees timely returning from a leave covered under this policy are entitled to reinstatement to the same or equivalent position consistent with applicable law. An employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave. LAFCO will comply with all applicable laws pertaining to reinstatement of employees including, where required, the reasonable accommodation of employees who have been on an approved leave. LAFCO will be governed by the Americans with Disabilities Act, the Fair Employment and Housing Act, CFRA/FRMA, and/or Workers' Compensation regulations where applicable. Family and Medical Leave will not result in the loss of any employment benefit that was earned or entitled to before use of Family and Medical Leave.

Employees using Family and Medical Leave for their own serious medical condition must bring a health care provider's release to work upon returning from leave.

M. Return to Work "Key Employee"

LAFCO cannot guarantee reinstatement to an employee's former or equivalent job if



the employee is a salaried employee and among the highest paid ten percent of all employees within a 75-mile radius (a "key employee") and reinstatement would cause substantial and grievous economic injury. Employees will be notified if this key employee provision applies to them.

## **PART 5 – Conduct And Problems**

### **3.24 SAFETY**

#### **A. Overview**

The intent of this policy is to outline safety expectations.

#### **B. Policy**

Every employee is responsible for safety. To achieve our goal of providing a completely safe workplace, everyone must be safety conscious. Employees should report any unsafe or hazardous condition directly to their supervisor immediately.

In case of an accident involving a personal injury, regardless of how serious, employees should notify the Executive Officer or Assistant Executive Officer immediately. Failure to report accidents can result in a violation of legal requirements and can lead to difficulties in processing insurance and benefit claims.

If an employee is injured on the job, he or she will be entitled to benefits under the state workers' compensation law in most cases. LAFCO carries workers' compensation insurance and will assist employees to obtain all benefits to which they are legally entitled.

### **3.25 WORKPLACE VIOLENCE POLICY**

LAFCO is committed to providing a safe work environment that is free of violence and the threat of violence. LAFCO will not tolerate any violent or dangerous behavior of any kind, whether through physical abuse, threats of any kind, intimidation, coercion, stalking or otherwise, defacing LAFCO'S property or causing physical damage to the facilities, bringing weapons or firearms of any kind onto LAFCO'S premises, parking lots, or while conducting business, or any other behavior that suggests a propensity towards violence. LAFCO strictly prohibits employees, consultants, customers, visitors, or anyone else on LAFCO premises or engaging in a LAFCO-related activity from behaving in a violent or threatening manner. Employees may report all incidents of direct or indirect violence or dangerous behavior to the [INSERT PERSON] as soon as possible. Reporting incidents and concerns early can help prevent a situation from escalating and becoming even more dangerous. Employees should never attempt to handle a potentially dangerous situation by themselves. Any LAFCO employee that violates this policy will be subject to discipline, up to and including termination, as well as potential legal action.

### **3.26 DRUG AND ALCOHOL POLICY**

#### **A. Overview**

The intent of this policy is to provide a drug and alcohol-free work environment for all LAFCO employees.

#### **B. Policy**

It is LAFCO's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on LAFCO's premises and while conducting business-related activities off LAFCO's premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

Employees with questions or concerns about substance dependency or abuse are encouraged to use the resources of the Employee Assistance Program. They may also wish to discuss these matters with the Executive Officer or Assistant Executive Officer to receive assistance or referrals to appropriate resources in the community.

Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take unpaid time off to participate in a rehabilitation or treatment program through LAFCO's health insurance benefit coverage. Leave may be granted if the employee agrees to abstain from use of the problem substance; abides by all LAFCO's policies, rules, and prohibitions relating to conduct in the workplace; and if granting the leave will not cause LAFCO any undue hardship.

Under the Drug-Free Workplace Act, an employee who performs work for a government contract or grant must notify LAFCO of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five days of the conviction.

### **3.27 DESK INSPECTION POLICY**

#### **A. Overview**

The intent of this policy is to assist in the understanding of the usage of E- mail, the Internet, computer files and software.

#### **B. Policy**

Although desks, cabinets and shelves are made available for the convenience of employees while at work, employees should remember that all desks, cabinets and shelves remain the sole property of LAFCO. Moreover, LAFCO reserves the right to open and inspect desks, cabinets, and shelves, as well as any contents, effects, or articles in desks, cabinets, and shelves. Such an inspection can occur at any time, with or without advance notice or consent. An inspection may be conducted before, during, or after working hours by the Executive Officer or Assistant Executive Officer or designee. Employees have no expectation of privacy in any of these items.

Prohibited materials, including weapons, explosives, alcohol and non-prescribed drugs or medications, may not be placed in a desk, cabinet or shelf. Employees who, if requested, fail to cooperate in any inspection will be subject to disciplinary action, up to and including termination. LAFCO is not responsible for any articles that are placed or left in a desk, cabinet, or shelf that are lost, damaged, stolen or destroyed.

### **3.28 THEFT OR LOSS OF OFFICE EQUIPMENT**

#### **A. Overview**

The intent of this policy is to outline procedures in the event LAFCO office equipment is lost or stolen.

#### **B. Policy**

The use of any LAFCO-related equipment (computers, cell phones, iPads, projectors, or other office-related equipment) outside of the LAFCO offices must be approved by the Executive Officer. LAFCO employees are fully responsible for the care and safekeeping of all office equipment offsite. Should an item be stolen or lost offsite while under the care of a LAFCO employee, the LAFCO employee is responsible to reimburse LAFCO for the replacement cost of all lost or stolen items.

The care and safekeeping of an iPad provided to a Commissioner for LAFCO-related business is the sole responsibility of the Commissioner. Any loss or theft of the iPad must be reported immediately to the Executive Officer, and the Commissioner is responsible to reimburse LAFCO for the replacement cost of the device.

### **3.29 PROBLEM RESOLUTION PROCEDURE**

#### **A. Overview**

The intent of this policy is to outline LAFCO's problem resolution procedure.

#### **B. Policy**

LAFCO is committed to encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response. LAFCO strives to ensure fair and honest treatment of all employees. All employees are

expected to treat each other with mutual respect. All employees are encouraged to offer positive and constructive criticism.

If there is a disagreement concerning established rules of conduct, policies, or practices, employees may express their concern through the problem resolution procedure. No one will be penalized, formally or informally, for voicing a complaint with LAFCO in a reasonable, business-like manner, or for using the problem resolution procedure.

If a situation occurs where an employee believes that a condition of employment or a decision affecting them is unjust or inequitable, they are encouraged to make use of the following steps:

1. Employee presents problem to the Assistant Executive Officer after incident occurs. If the Assistant Executive Officer is unavailable or employee believes it would be inappropriate to contact that person, employee may present problem to the Executive Officer.
2. The Assistant Executive Officer responds to problem during discussion or after consulting with the Executive Officer, when necessary, and documents discussion.
3. Employee presents problem to the Executive Officer in writing if problem is unresolved.
4. The Executive Officer reviews and considers problem. The Executive Officer informs employee of decision and forwards copy of written response to the employee's file. The Executive Officer has full authority to make any adjustment deemed appropriate to resolve the problem.

Original Adoption Date: 1/8/2003  
Date of Last Review: 2/13/2019  
Date of Last Revision: 2/13/2019