

**REGULAR MEMBERS**

CHAIR  
**Donald P. Wagner**  
County Member

VICE CHAIR  
**Wendy Bucknum**  
City Member

IMMEDIATE PAST CHAIR  
**Douglass Davert**  
Special District Member

**James Fisler**  
Special District Member

**Derek J. McGregor**  
Public Member

**Bruce Whitaker**  
City Member

**VACANT**  
County Member

**ALTERNATES**

**Kathryn Freshley**  
Special District Member

**Carol Moore**  
City Member

**Lou Penrose**  
Public Member

**VACANT**  
County Member

**STAFF**

**Carolyn Emery**  
Executive Officer

**Scott Smith**  
General Counsel

**MEETING DATE:** March 13, 2024

**TO:** Local Agency Formation Commission  
of Orange County

**FROM:** Executive Officer  
Office Manager/Commission Clerk  
General Counsel

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

**BACKGROUND**

Employment laws enacted by state and federal governments can change from year to year. Recognizing that, OC LAFCO staff and general counsel conduct annual reviews of the agency’s Personnel Policies and Procedures to ensure that the Commission’s local policy aligns with changes to those laws.

This report includes recommended amendments to the policy to align with recent changes to state and federal laws. The Personnel Policies and Procedures were adopted in 2003 and last reviewed in 2023. For ease of review, proposed amendments to the policy are indicated in redline format in Attachment 1 and are summarized in the table below.

**Table 1: Summary of Proposed Amendments**

Section	Page	Summary of Changes
<b>Personnel Policies &amp; Procedures: 3.1</b>	1	Administrative changes made to the employee acknowledgement form.
<b>Personnel Policies &amp; Procedures: 3.1</b>	3	Disclaimer statement added to generally inform employees that policy does not create employment contract, future employment or affect at-will status.
<b>At-Will Employment: 3.2B</b>	4	Updated language to clarify employment with OC LAFCO is at-will.
<b>Equal Employment Opportunity Policy: 3.3B</b>	5	Added and updated language to conform with federal law and outline process for OC LAFCO employees involving equal employment opportunity questions, concerns and violations.

**Table 1: Summary of Proposed Amendments (continued)**

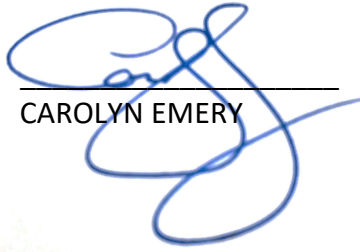
Section	Page	Summary of Changes
<b>Reasonable Accommodation: 3.5B</b>	7-8	Added and updated language to conform with federal and state laws and outline process involving requests for reasonable accommodations.
<b>Policy Against Harassment, Discrimination, and Retaliation: 3.6B, C, D, E</b>	9-14	Added language to conform with state law and outline process involving workplace harassment, discrimination, and retaliation.
<b>Performance Management: 3.7D</b>	16-17	Updated language for the Executive Officer’s performance evaluation process.
<b>Personnel Records: 3.8B</b>	17-18	Updated language to clarify the maintenance, retention, and disclosure of personnel records of OC LAFCO employees.
<b>Pay Policies: 3.13E, G</b>	24-26	Updated and added language to conform with federal and state laws and clarify exempt and non-exempt classifications and eligibility.
<b>Sick Leave Benefits: 3.18A, B, D, F</b>	28-32	Updated and added language to conform with state law and to clarify permitted uses and transfer of sick leave.
<b>Pregnancy-Related Disability Leave: 3.22B, D3, G.2D</b>	35-38	Added and updated language to clarify state law and OC LAFCO process involving pregnancy related disability leave.
<b>Other Time Off: 3.23B, C, K, P</b>	40-48	Updated to conform to state and federal laws and to improve language involving employee eligibility for bereavement leave; Added language to conform with federal and state laws involving employee leave and benefits for reproductive loss and alcohol and drug rehabilitation; Updated language to include additional instruction and resources involving workers’ compensation.
<b>Safety: 3.25B</b>	53-54	Added language to outline OC LAFCO and employee expectations and procedures to support safety in the workplace.
<b>Workplace Violence Policy: 3.26</b>	55-58	Added language to conform with state law and to clarify OC LAFCO’s prevention, reporting, and investigation processes involving violence in the workplace.

**RECOMMENDED ACTION**

Staff recommends the Commission:

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


Respectfully submitted,



CAROLYN EMERY



CHERYL CARTER-BENJAMIN



SCOTT SMITH

Attachments:

1. OC LAFCO Personnel Policies and Procedures (Redline)
2. OC LAFCO Personnel Policies and Procedures (As Amended)

**Personnel Policies and -Procedures  
of the  
Orange County Local Agency Formation Commission**

**PART 1 – EMPLOYMENT**

**3.1 EMPLOYEE ACKNOWLEDGEMENT FORM**

PLEASE READ THE FOLLOWING POLICIES AND PROCEDURES, EMPLOYEE HANDBOOK, FILL OUT AND RETURN THIS PORTION TO HUMAN RESOURCES THE OC LAFCO COMMISSION CLERK OR IMMEDIATE SUPERVISOR WITHIN FIVE BUSINESS DAYS.

I acknowledge that I have received and read a copy of the Orange County Local Agency Formation Commission (“OC LAFCO”) employee policy and procedures manual (“Manual”) and understand all the policies, guidelines, and procedures stated within. I understand that I am responsible for reading the Handbook these policies and for knowing and complying with the policies set forth in the Handbook herein during my employment with OC LAFCO.

Additionally, I specifically acknowledge that I have read and understand the following policies: Equal Employment Opportunity, Timekeeping, Overtime Pay, and Policy Against Harassment, Discrimination, and Retaliation.

The personnel policies and procedures -guideline manual describes important information about OC LAFCO, and I understand that I should consult the OC LAFCO Executive Officer regarding any questions I might have. I have entered into my employment relationship with OC LAFCO voluntarily and acknowledge that there is no specific length of employment. Accordingly, either I or OC 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 these policies and procedures are not a contract of employment.

I understand and agree that the terms of this Acknowledgment may not be modified or superseded except by a written agreement signed by me and the OC LAFCO Executive Officer, that no other employee or representative of OC LAFCO has the authority to enter into any such agreement, and that any agreement to employ me for any specified period of time or that is otherwise inconsistent with the terms of this Acknowledgment will be unenforceable unless in writing and signed by myself and the OC LAFCO Executive Officer. I further understand and agree that if the terms of this Acknowledgment are inconsistent with any guideline or practice of OC LAFCO now or in the future, the terms of this Acknowledgment shall control.

Since the information, policies, and benefits described herein are necessarily subject to

change, I acknowledge that revisions to ~~the manual~~them may occur, except to OC LAFCO's policy of employment-at-will. I understand that OC 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.

I have carefully read this acknowledgement Form.

---

EMPLOYEE'S NAME (printed)

---

EMPLOYEE'S SIGNATURE

---

DATE

**DISCLAIMER**

THESE POLICIES AND PROCEDURES ARE NOT DESIGNED TO EXPLAIN EVERY EMPLOYMENT SITUATION OR OUTLINE EVERY RELEVANT POLICY OR PRACTICE. THESE POLICIES AND PROCEDURES NOT INTENDED TO CONSTITUTE AN EMPLOYMENT CONTRACT OR A GUARANTY OF FUTURE EMPLOYMENT. EMPLOYMENT WITH OC LAFCO IS "AT-WILL." THESE POLICIES AND PROCEDURES SUPERSEDE ANY AND ALL WRITTEN DOCUMENTS OR ORAL REPRESENTATIONS THAT CONTRADICT THE AT-WILL NATURE OF YOUR EMPLOYMENT, EXCEPT WHERE EXPRESSLY SUPERSEDED BY CONTRACT.

OC LAFCO RESERVES THE RIGHT TO REVISE, MODIFY, DELETE, OR ADD TO ANY AND ALL POLICIES, PROCEDURES, WORK RULES, OR BENEFITS STATED IN THESE POLICIES AND PROCEDURES OR IN ANY OTHER DOCUMENT, EXCEPT FOR THE POLICY OF AT-WILL EMPLOYMENT. ANY CHANGES TO THESE POLICIES AND PROCEDURES WILL BE DISTRIBUTED IN WRITING TO ALL EMPLOYEES SO THAT EMPLOYEES MAY BE AWARE OF THE NEW POLICIES.

### 3.2 AT-WILL EMPLOYMENT

#### A. Overview

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

#### B. Policy

Employment at OC LAFCO is and shall be at all times on an at-will basis at all phases of employment. That means that either OC LAFCO or an employee may terminate an employee's employment at any time, for any reason, with or without cause or advance notice. The employment relationship between OC LAFCO and its employees is for an unspecified term and may be terminated by the employee, or OC LAFCO Executive Officer or the Commission of OC LAFCO ("Commission") at any time, with or without cause or advanced notice. Also, OC 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~~ herein is intended to create any contractual obligations which in any way conflict with OC 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 OC 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 OC LAFCO.

#### B. Policy

OC LAFCO is strongly committed to providing equal opportunity to all employees and applicants for employment. OC LAFCO does not discriminate on the basis of race (including but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religious creed (including religious dress and religious grooming practices), national origin, ancestry, citizenship status, age (40 years and older), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity and expression (including transgender identity and expression), because an individual has transitioned (to live as the gender with which they identify), is transitioning (or is perceived to be transitioning), sexual orientation, sex stereotyping, marital status, domestic partner status, reproductive health decision making (protected under §12920 of the Government Code in California), military service and veteran status, physical and/or

mental disability (including HIV and AIDS), legally protected medical condition or information (including genetic information,) protected medical leaves (requesting or approved), status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, or any other basis protected by local, state or federal laws. Any such discrimination is unlawful and all persons involved in the operations of OC LAFCO are prohibited from engaging in this type of conduct. OC 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, placement, firing, advancement, compensation training, benefits, transfers, social and recreational programs, and any other terms, conditions and privileges of employment.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Executive Officer or his/her designee or Chair of the Commission or General Counsel. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations conducted pursuant to this policy.

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 or General Counsel. Complaints should be specific and should include the names of individuals involved and the names of any witnesses. OC LAFCO will immediately undertake an effective, thorough and objective investigation and attempt to resolve the situation. If OC 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 LACTATION ACCOMMODATION**

OC LAFCO provides accommodations to lactating employees who need to express breastmilk during work hours in accordance with applicable law. OC LAFCO will provide a room or other location (not a bathroom) for employees to express breastmilk in private.



OC LAFCO will ensure that the lactation room or location will:

1. Be in close proximity to the employee's work area, shielded from view, and free from intrusion while the employee is expressing milk.
2. Be clean, safe and free of hazardous materials.
3. Contain a surface to place a breast pump and other personal items.
4. Contain a place to sit.
5. Have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery powered breast pump.

In addition, OC LAFCO will provide access to a sink with running water and a refrigerator suitable for storing milk (or other cooling device suitable for storing milk) in close proximity to an employee's workspace. In the event that more than one employee needs use of the lactation room, OC LAFCO will discuss alternative options with the employees to determine what arrangement addresses their needs, such as finding an alternative space or creating a schedule for such use.

OC LAFCO shall also provide a reasonable amount of break time for an employee to express any breast milk each time that she needs to do so. The break time, if possible, should run concurrently with any break time already provided to the employee. Break time for a nonexempt employee that does not run concurrently with rest time already authorized for the employee is unpaid. However, if the employee performs any work during such break, she must accurately record all time worked and OC LAFCO will compensate her for such time.

Employees who are nursing have a right to request a lactation accommodation. Such requests may be made verbally or in writing, should indicate the need for the accommodation in order to express breastmilk at work, and should be directed to OC LAFCO's ~~Human Resources Department~~Executive Officer. OC LAFCO shall respond to such requests in a reasonable manner, not exceeding five business days. If OC LAFCO cannot provide break time, location, or other reasonable accommodations in accordance with this policy, it will inform the requesting employee in writing. Because lactation accommodation needs may change over time, employees may request changes to existing accommodations by a written request to OC LAFCO's ~~Human Resources Department~~Executive Officer that describes the nature of the change that is requested.

OC LAFCO prohibits any form of retaliation or discrimination against an employee for exercising or attempting to exercise any rights provided under the above policies. Any such conduct or violations of the above-referenced policies should be reported to OC LAFCO's Executive Officer~~the Human Resources Department~~. Employees also have the right to file a complaint with the California Labor Commissioner for violation of a lactation accommodation right described in the policy above.

### 3.5 REASONABLE ACCOMMODATION

#### A. Overview

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

#### B. Policy

To carry out OC LAFCO's commitment to providing equal opportunity for all employment applicants and employees, OC LAFCO will provide reasonable accommodations, including as required under applicable laws, in accordance with this policy. OC 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.

Reasonable Accommodation to Disability and Religion: OC LAFCO will provide reasonable accommodations for applicants and employees with disabilities in accordance with the American with Disabilities Act (the "ADA") and California law, and for applicants and employees based on their sincerely held religious beliefs, practices, or observance under state and federal law. An employment applicant or employee who seeks a reasonable accommodation in order to perform essential job functions should make such a request in writing to the attention of the OC LAFCO Executive Officer or his/her designee. The request must identify (a) the job-related functions at issue; and (b) the desired accommodation(s). Following receipt of the request, the Executive Officer or his/her designee may require additional information, such as reasonable documentation of the existence of a disability or additional explanation as to the effect of the disability on the employee's ability to perform their essential functions (or the applicant's ability to perform the essential functions of a desired position) but will not require disclosure of diagnosis or genetic history.

OC LAFCO will engage in the interactive process, as defined by the FEHA and ADA, to determine whether an applicant or employee is able to perform the essential functions of their position. During this process, OC LAFCO will examine potential reasonable accommodations that will make it possible for the employee or applicant to perform the essential functions of the position. Such interactive process will include a meeting with the employee or applicant, OC LAFCO's designated

representative(s), and, if necessary, the employee or applicant's health care provider. OC LAFCO will determine, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of reasonable accommodation(s) to provide. OC LAFCO will not provide an accommodation that would impose an undue hardship upon OC LAFCO or that is not required by law. OC LAFCO will inform the employee or applicant of any decisions made under this section in writing. Employees seeking such accommodations should promptly notify OC LAFCO's Human Resources Department.

Reasonable Accommodations Relating to Pregnancy: OC LAFCO will provide reasonable accommodations to employees who are affected by a pregnancy, childbirth, or related medical conditions, as medically advisable. Such accommodations may consist of:

1. Modified work duties or a modified schedule to permit earlier or later hours or more frequent breaks; stools, chairs or other furniture; modified or acquired equipment or devices; reduced work hours; or other accommodations.
2. Temporary transfers to a less strenuous or less hazardous position if such transfer can be reasonably accommodated.
3. A "Pregnancy-Related Disability Leave" if the employee is disabled by pregnancy, as described in OC LAFCO's leave of absence policy.

Employees seeking a pregnancy-related accommodation, including transfer under this policy, should notify OC LAFCO's ~~Human Resources Department~~Executive Officer or Assistant Executive Officer. This notice must be timely and be provided by employees in advance when the need for reasonable accommodation is foreseeable; in all other circumstances, notice must be provided as soon as practicable. Failure to give advance notice when the need is foreseeable may delay the reasonable accommodation or transfer until 30 days after the date the employee provides notice (unless such delay would endanger the health of the employee, her pregnancy or her coworkers).

Reasonable Accommodations for Victims of Domestic Violence, Stalking, or Sexual Assault: OC LAFCO will also provide reasonable accommodations for an employee who is the victim of domestic violence, stalking or sexual assault if: (i) the employee has disclosed that status to OC LAFCO, and (ii) the employee requests an accommodation for the employee's safety while at work.

In such circumstances, OC LAFCO will engage, in good faith, in a timely and interactive process with the employee to determine an effective reasonable accommodation. ~~In such circumstances, OC LAFCO will engage, in good faith, in a timely and interactive~~

~~process with the employee to determinate an effective reasonable accommodation.~~

In this process, the employee may be asked to provide: (i) a written statement, signed by the employee or someone acting on the employee's behalf, certifying that the accommodation is for the purposes stated above, and (ii) a certification confirming the employee's status as a victim of domestic violence, sexual assault or stalking. Six months after the date of each previous certification, OC LAFCO may request a recertification of such status. OC LAFCO will maintain any such certification as confidential if it identifies the employee as a victim of domestic violence, sexual assault or stalking, disclosing such information only as required by law, or as needed to protect the employee's workplace safety, and with prior notice of such disclosure to the employee.

Retaliation and Discrimination Prohibited: OC LAFCO prohibits discrimination, discharge, retaliation, or any other unlawful acts against an individual because such person requests or receives an accommodation under this (or another applicable) policy, or because such individual engaged in any other conduct protected by the law. Additionally, as addressed in OC LAFCO's separate policy on harassment, discrimination and retaliation, OC LAFCO prohibits unlawful harassment, discrimination or retaliation against any employee on the basis of an individual's disability, religion, religious creed, sex (including pregnancy, childbirth and related medical conditions), status as a victim of domestic violence, sexual assault or stalking, or any other status as protected by law.

### **3.6 POLICY AGAINST HARASSMENT, DISCRIMINATION, AND RETALIATION**

#### **A. Overview**

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

#### **B. Policy**

OC LAFCO is committed to providing a professional workplace in which individuals are treated with respect and in a manner consistent with OC LAFCO's high expectations of ethical conduct. This necessarily means that OC LAFCO prohibits unlawful harassment, discrimination, and retaliation in accordance with applicable laws. OC LAFCO prohibits and will not tolerate harassment of employees, applicants, or persons providing services pursuant to a contract based on factors such as sex (which includes harassment based on sex, pregnancy, perceived pregnancy, childbirth, breastfeeding, and related medical conditions), as well as harassment, discrimination, and retaliation based on such factors as race (including hair texture, protective hairstyles, and other traits historically associated with race), color, religion and religious creed (including religious dress and religious grooming practices), national origin, ancestry, citizenship, age (40 years and older), mental disability and

physical disability (including HIV and AIDS), legally-protected medical condition or information (including genetic information), protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), military and/or veteran status, service, or obligation, reserve status, national guard status, marital status, domestic partner status, gender, gender identity (including transgender identity), gender expression (including transgender expression), because an individual has transitioned or is (or is perceived to be) transitioning, sex stereotyping, sexual orientation, status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, engaging in protected communications regarding employee wages or otherwise exercising rights protected under the National Labor Relations Act or California Fair Pay Act, requesting a reasonable accommodation on a protected basis such as disability or sincerely-held religious belief, practice, or observance, or any other characteristic protected by federal, state, or local laws.

OC LAFCO strongly disapproves of and will not tolerate harassment, discrimination, or retaliation against employment applicants, employees, unpaid interns, or volunteers by officials, managers, supervisors, co-workers or third parties with whom employees come into contact, consistent with applicable law. Similarly, OC LAFCO will not tolerate harassment, discrimination, or retaliation by its employees directed toward non-employees with whom OC LAFCO employees have a business, service, or professional relationship (such as independent contractors, vendors, clients, volunteers, or interns). OC 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 OC LAFCO and is against the law.

### C. Definition

Harassment is generally defined as verbal, physical, or visual conduct that creates an intimidating, offensive, or hostile working environment, or that interferes with an employee's work performance, and that is based on a protected status. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission or rejection of the conduct is used as the basis for an employment decision; or (3) the harassment interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment. 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.

As the definition above shows, harassing conduct can take many forms and may include, but is not limited to, the following (when based upon an employee's

protected status as noted above): slurs, jokes, statements, gestures, assault, impeding or blocking another's movement or otherwise physically interfering with normal work, pictures, drawings, or cartoons, violating someone's "personal space," foul or obscene language, leering, stalking, staring, noises, unwanted or offensive letters or poems, offensive emails, texts, gifs, memes, or voicemail messages.

Prohibited unlawful harassment includes, but 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

##### Internal Reporting

Any incidents of discrimination, harassment, or retaliation, including work-related harassment by any OC LAFCO personnel or any other person, or any conduct believed to violate this policy. An employees who believes that he or she has been subjected to any form of unlawful harassment should promptly ~~make~~ submit a complaint, preferably written, to the Executive Officer, or if it involves the Executive Officer, to the Chair of the Commission and General Counsel. It is the responsibility of all of us to contribute to a work environment that is free of unlawful bias, discrimination, harassment, and retaliation. Failure to bring forth a complaint prevents OC LAFCO from having the opportunity to correct the situation.

Managers and supervisors have a special responsibility under this policy. All levels of management and all supervisors are responsible for compliance with this Policy Against Harassment, Discrimination, and Retaliation and for ensuring that everyone in their department is aware of, understands and adheres to this policy. Supervisors and managers who receive complaints or who observe or learn of discriminatory, harassing, or retaliatory conduct must immediately inform the Executive Officer, or if it involves the Executive Officer, the Chair of the Commission and General Counsel, so that an investigation may be initiated.

Complaints should be specific and ~~should~~ include the names of individuals involved and ~~the~~ names of any witnesses. Individuals making such complaints must report the facts as accurately and as completely as possible. Every reported complaint of harassment, discrimination, and retaliation is taken seriously by OC LAFCO. Every reported complaint, including allegations of misconduct, will be investigated thoroughly and promptly by impartial and qualified personnel. OC LAFCO will immediately undertake an effective, thorough and objective investigation and attempt to resolve the situation. OC LAFCO will maintain confidentiality to the extent possible. If OC 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.

Typically, the investigation will include the following steps: an interview of the employee who lodged the complaint to obtain complete details regarding the alleged harassment, discrimination, or retaliation; interviews of anyone who is alleged to have engaged in such conduct to respond to the claims; and interview of any employees who may have witnessed, or who may have knowledge of, the alleged conduct. The Executive Officer, or if it involves the Executive Officer, the Chair of the Commission and General Counsel, will notify the employee who lodged the complaint of progress during the investigation, including documentation where applicable, and timely notification of the results of the investigation. The investigation will be handled in as confidential a manner as possible consistent with a fair, timely, and thorough investigation (e.g., parties will receive appropriate due process, OC LAFCO will reach reasonable conclusions based on the evidence collected, etc.). Employees (or other complainants) making complaints are expected to cooperate fully with the person or persons designated to investigate the complaint.

OC LAFCO prohibits conduct severe enough to be unlawful. Yet even more, OC LAFCO's workplace conduct standards also prohibit conduct and comments which are not severe enough to violate state or local or federal law—but which are still inappropriate in the workplace. For example, OC LAFCO prohibits abusive conduct in the workplace—whether or not it is based on a protected category. As a result, OC LAFCO will take prompt, appropriate, and effective corrective action (e.g., remedial measures) any time it is established that discrimination, harassment, or retaliation in violation of this policy has occurred—whether or not such violation also violates the law.

Corrective action may include, for example: training, referral to counseling, or disciplinary action ranging from a verbal or written warning to termination of employment, depending on the circumstances.

### External Reporting

In addition to OC LAFCO internal complaint procedure, an employee may file an external complaint by contacting the following:

1. Department of Civil Rights (CRD) [formerly known as the Department of Fair Employment and Housing (DFEH)] at 800-884-1684 or visiting <https://calcivilrights.ca.gov/contactus/>.
- ~~1-2.~~ Equal Employment Opportunity Commission (EEOC) at 800-669-4000 or visiting <https://www.eeoc.gov/contact-eeoc>.

OC LAFCO will not tolerate retaliation against an individual for good faith reports of harassment, discrimination, or retaliation; assisting another in making a report; cooperating in an investigation; filing an administrative complaint with a government agency; or engaging in other protected activity. Such retaliation is a separate violation of the law and of OC LAFCO policy and is subject to disciplinary action up to employment termination. Individuals who believe they have experienced or been threatened with such retaliation, and any manager or supervisor who learns of possible retaliation, must immediately report it using the same Complaint Reporting Process above.

#### E. Sexual Harassment and Sexual Harassment Prevention Training

Sexually harassing conduct in particular may include all of the above prohibited actions, as well as other unwelcome conduct, such as requests for sexual favors, conversation containing sexual comments, and other unwelcome sexual advances. For example, sexual harassment can be:

- Verbal: sexual innuendoes, sexually suggestive or degrading comments, text messages, gifs, memes, sexual jokes or slurs, graphic commentaries about a person's body, or repeated sexual advances or invitations.
- Nonverbal: displaying sexually suggestive objects, pictures, cartoons, magazines, calendars or posters, or making suggestive or insulting sounds, leering, whistling, or obscene gestures.
- Physical: offensive touching, brushing against a person's body, unwanted hugging or kissing, or impeding or blocking a person's normal movement. Sexually harassing conduct may arise if a reasonable person subjected to the conduct would find that the harassment so altered working conditions as to make it more difficult to do that person's job. Sexually harassing conduct can



occur regardless of the sex, sexual orientation, or gender identity of the harasser or of the person being harassed. Sexually harassing conduct need not be motivated by sexual desire to be violate of this policy.

All non-managerial employees must attend a one-hour Sexual Harassment Prevention Training, and all managerial employees must attend a two-hour Sexual Harassment Prevention Training. All OC LAFCO employees will be required to attend a sexual harassment prevention training every two years as assigned by Administration. Managers will receive two hours of training every two years as assigned by Administration. Staff may be required to attend additional anti-harassment or other sensitivity trainings in regard to any protected class. OC LAFCO employees may refer to the Department of Civil Rights (CRD) [formerly known as the Department of Fair Employment and Housing (DFEH)] sexual harassment prevention online training course appropriate for their position. You may also visit <https://calcivilrights.ca.gov/> to access the online training courses.

#### F. 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 OC LAFCO employees from any form of unlawful retaliation.

### 3.7 PERFORMANCE MANAGEMENT

#### A. Overview

The intent of the performance review process is to create a supportive, safe, professional performance review process and an 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:

1. Ensure assigned projects/tasks are completed at an acceptable level of quality to effectively serve the mission, vision, and values of the agency.
  2. Plan for maximizing employee performance to serve the agency's needs.
  3. 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:

1. 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.
2. Assessment of Employee Professional Strengths and Weakness – 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.
3. 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.
4. 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.
5. 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 OC 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 OC 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. OC 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~~ March 13, 2024)

- ~~1. As part of the Strategic Planning process each year:~~
- ~~2.~~
- ~~3. The Executive Officer will submit a report summarizing the agency's performance against the previous period's past annual work plan.~~
- ~~4.~~
- ~~5. The Executive Officer will also provide a recommended strategic plan and draft annual work plan for the upcoming period.~~
- ~~6.~~
- ~~7. The Strategic direction and projects will be prioritized for the upcoming annual work plan at the Annual Strategic Planning workshop.~~
- ~~8.~~
- ~~9. The Annual work plan will be adopted by the Commission at a Regular meeting.~~

1. As part of the performance evaluation process, the Executive Officer will prepare a year-end report summarizing the status and accomplishments of the goals and objectives included in the agency's three-year strategic/work plan adopted by the Commission.

~~10.2. The Executive Officer will complete a self-evaluation indicating his/her performance relative to the adopted goals and objectives 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.~~

~~11.3.~~ The Chair or his/her designee will provide each Commissioner with 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.

~~12.4.~~ The Chair or his/her designee 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.

~~13.5.~~ 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.

~~14.6.~~ The Chair and his/her designee, if applicable, will meet with the Executive Officer to provide the Commission's feedback, sentiments of the discussion and to negotiate compensation.

~~15.7.~~ The Chair will report back to the Board to close out the Executive Officer Evaluation Process and work with General Counsel to prepare any necessary agenda items and public action required to complete the process.

~~16.8.~~ The Executive Committee will meet with the Executive Officer quarterly as warranted to check on the progress of the ~~annual strategic/work plan~~, make and discuss any necessary adjustments for discussion with the full Commission, ~~and bring the annual work plan back to the Commission for consideration.~~

### 3.8 PERSONNEL RECORDS

#### A. Overview

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

#### B. Policy

OC LAFCO maintains a personnel file on each employee. An employee's personnel file will contain only material that OC LAFCO determines is necessary and relevant to the administration of OC LAFCO's personnel program. Personnel files are the property of OC LAFCO, and access to the information they contain is restricted, subject to, and in accordance with, this Policy.

Employees have the right to inspect certain documents in their personnel file, as provided by law, in the presence of an OC LAFCO representative at a mutually convenient time. Employees may add written versions of any disputed item to their file. OC LAFCO will not disclose personnel information if it believes doing so would constitute an unwarranted invasion of personal privacy or jeopardize the safety of OC LAFCO personnel.

OC 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, OC 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.

### 3.9 TERMINATION

#### A. Overview

The intent of this policy is to explain the types of termination and OC 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 OC LAFCO of the intended resignation date. Although not required, employees who voluntarily resign are asked as a courtesy to give OC 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 OC 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. OC LAFCO maintains its at-will status. OC 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

OC 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 OC LAFCO, or return of property owned by OC 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 OC LAFCO is based on mutual consent, both the employee and OC 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 OC 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**

**3.10 HIRING AND STAFFING**

A. Overview

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

B. Policy

To attract and retain qualified staff for OC LAFCO, it is the policy of OC 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 any individual on the basis of a protected category are prohibited.

E. Probationary Period

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

### 3.11 COMPENSATION PRACTICES

A. Overview

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

B. Policy

It is OC LAFCO's policy to provide salaried exempt and salaried non-exempt employees with equitable salary compensation for the specific job assignment. The OC LAFCO salary compensation program is a "pay for performance" system and is designed to ensure OC 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 OC 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 permits OC 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 OC LAFCO affordability.

D. Merit Reviews

1. 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?
2. 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.
3. 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.

4. 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.

5. 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.

E. Organizational Promotion

1. A promotional increase may be awarded to an employee who experiences a significant change in the level or kind of work performed.
2. 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.

### 3.12 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 OC 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 overtime pay and are paid on a salary basis. Conversely, NON-EXEMPT employees are generally paid on an hourly basis and are eligible for overtime pay.

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 OC LAFCO's full-time schedule. Generally, they are eligible for OC 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 OC 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 OC LAFCO's benefit programs unless otherwise required by law.
4. Intern – OC LAFCO sometimes utilizes the services of paid student interns. Interns are used to supplement the OC 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 OC

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.

### 3.13 PAY POLICIES

A. Overview

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

B. Payment of Wages

All 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 an OC LAFCO holiday, the pay date will be the first day immediately prior to the normal pay date.

C. Pay Advances

OC 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 OC 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. OC LAFCO will make an effort to evenly distribute overtime based on business necessity among the employees with the necessary skills, knowledge, and abilities. When possible, advance notification will be provided. Employees who refuse to work overtime shall be subject to corrective action, up to and potentially including termination.

OC LAFCO policy is that all overtime should be pre-approved by the Executive Officer. OC LAFCO will pay any overtime worked, regardless if pre-approved. However, the working of overtime that has not been approved may be grounds for discipline, up to and including termination of employment.

All employees who are classified as “non-exempt employees,” as defined under applicable laws or regulations, will be eligible for overtime pay. Exempt employees are not entitled to overtime pay. Overtime is typically defined under federal law as hours worked by non-exempt employees in excess of forty (40) hours in a workweek. In California, overtime is also typically applied to hours worked over eight (8) in a standard work day; though alternate work weeks allow variance. OC LAFCO follows the applicable state and federal laws when calculating overtime. Please note that only actual hours worked in a given workday or work week apply in calculating overtime. In other words, sick leave, vacation, holidays, or other paid time off is not considered hours worked for purposes of calculating overtime. Employees are obligated to accurately report their overtime worked; any error in overtime payment must be reported in writing to management for correction.

Employees of OC LAFCO designated as exempt employees shall not be subject to the provisions of this section.

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. Timekeeping

Accurately recording time worked is the responsibility of every nonexempt employee. Federal and state laws require OC 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. Each employee is responsible for the daily recording of all time worked on this device. Each employee MUST record their start and finish times for the work day and for meal periods daily. Nonexempt employees must also record departure from work for any non-work-related reason. Failure to do so will subject an employee to discipline, up to and including discharge. Submitting time for another employee is grounds for discipline, up to and including termination. ~~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.

OC LAFCO's time keeping policies must be followed at all times. Employees are responsible for reviewing their time entries for accuracy and confirming that their paychecks accurately reflect their actual hours worked. If there are any errors on your paycheck, you should report the error immediately in writing. Any pay correction will be included in the pay period for the time period in which the correction occurred, unless otherwise stated at the time of the correction. 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 OC LAFCO.

### **3.14 COMPENSATION STRUCTURE**

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**

### **3.15 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 OC LAFCO. The Commission will review and may change these benefits on an annual basis at its discretion.

#### **B. Policy**

OC 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. OC 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 OC LAFCO employees.

### **3.16 TUITION REIMBURSEMENT**

A. Overview

OC LAFCO encourages and supports efforts by its employees to improve their skills and educate themselves for advancement. OC 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 OC LAFCO.

B. Policy

All regular full-time employees of OC 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. Course 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 an OC 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, bachelor, master 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.

### 3.17 STAFF MILEAGE REIMBURSEMENT

#### A. Policy

OC LAFCO staff will be reimbursed at the currently applicable IRS rates for reasonable and necessary mileage expenses when personal vehicles are used for OC 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

### 3.18 SICK LEAVE BENEFITS

#### A. Overview

Employees who are hired to work at least thirty days are eligible for California Paid Sick Leave. 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

OC 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 3.18D of this policy.~~ employees as required by California law.

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 regular scheduled workweek or period (approximately seventy-two (72) hours per year).

After an employee has been paid for six thousand two hundred forty (6240) regular 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.

Employees may only accumulate up to a maximum of 1500 hours of sick leave.

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. Permitted Uses of Sick Leave

Employees may use Paid Sick Leave for the following purposes: ~~Sick leave may be applied to the following circumstances:-~~

1. ~~An~~ The diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's qualified family member.; ~~absence necessitated by an employee's personal illness or injury.~~
2. ~~Medical~~ To attend legal proceedings, or to obtain medical treatment, counseling or other victims' services for domestic violence, sexual assault, or



~~stalking 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).and dental office appointments.~~

~~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, or a designated person. Employees may use up to one half of their yearly sick leave. For the purpose of this policy, immediate family shall mean father, father in law, mother, mother in law, stepparent, brother, sister, grandparent, spouse, child, grandchild, domestic partner or legal guardian. Designated person is a person identified by the employee at the time the employee requests paid sick days. An employer may limit an employee to one designated person per 12-month period for paid sick days. 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.~~

3. Illness 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.
  - c. OC 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~~ may be requested to furnish OC LAFCO with a certificate signed by a licensed physician or registered nurse stating the nature of the medical condition and the period of disablement.
4. 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.
5. An absence due to the air pollution alert, which prevents the employee traveling to his or her work location.

~~6. 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).~~

~~A “family member” for these purposes is defined as a child (a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), a parent (a biological, adoptive or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), a spouse or registered domestic partner, a grandparent, grandchild and sibling, or a designated person which is a person identified by the employee at the time the employee requests paid sick days.~~

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

In any use of sick leave, an employee’s account shall be charged to the nearest quarter hour for a non-exempt employee, which 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.

~~To the extent possible, employees must provide reasonable advance notice of their need for California Paid Sick Leave under this policy to the Executive Officer or their immediate supervisor by telephone. If the need is not foreseeable, the employee must provide notice as soon as practicable. 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 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 OC LAFCO has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.

~~OC LAFCO employees, with the approval of the Executive Officer, may transfer up to 80 hours of sick leave per year to another OC 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 OC LAFCO.

F. Transfer of Sick Time between OC LAFCO Employees

OC LAFCO employees, with the approval of the Executive Officer, may transfer up to 80 hours of sick leave per year to another OC LAFCO employee if needed to cover time off for medical or dental appointments or personal emergencies. OC LAFCO employees, with the written approval of the Executive Officer, may transfer a portion of their unused sick time balance to another OC LAFCO employee under the following circumstances:

1. An OC LAFCO employee may transfer no more than 80 hours of sick time to any one OC LAFCO employee during any calendar year.
2. The OC 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 OC 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.

### 3.19 VACATION<sup>1</sup>

A. Overview

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

---

<sup>1</sup>Amendment to the vacation policy for vacation accruals was approved by the Commission on October 11, 2023 with an effective date of December 15, 2023.

During the first three years of employment, an employee shall earn approximately .0577 hours of vacation leave with pay for each hour in a regularly scheduled workweek or period (120 hours or 15 days per year).

After an employee has been paid for 6,240 regularly scheduled hours, approximately three years, the employee shall earn approximately .077 hours of vacation leave with pay for each paid hour in a regularly scheduled work period (160 hours or 20 days per year).

After an employee has been paid for 20,800 regularly scheduled hours, approximately ten years, the employee shall earn approximately .0962 hours of vacation leave with pay for each paid hour in a regularly scheduled work period (200 hours or 25 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 OC 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 OC 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 OC 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 OC 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 unaccrued 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.

### **3.20 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 (5) 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.

### **3.21 COMPENSATORY TIME**

#### **A. Overview**

OC 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 all employee's 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:

1. 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.
  - a. 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 fills.
2. The employee may bank eight (8) hours 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.

### 3.22 PREGNANCY RELATED DISABILITY 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 OC LAFCO.

#### B. Pregnancy Disability Leave

OC LAFCO recognizes that employees may be unable to work for temporary or extended periods of time due to pregnancy, childbirth, or related medical conditions. Accordingly, for any employee who is disabled by pregnancy, childbirth, or related medical conditions, OC LAFCO provides leave for the period of actual disability (“Pregnancy Disability Leave”), up to a maximum of four months. Pregnancy Disability Leave may be taken intermittently, or on a reduced-hours schedule, as medically advisable. An employee may also be entitled to a reasonable accommodation for pregnancy, childbirth, or related medical conditions.

1. A woman is “disabled by pregnancy” if, in the opinion of her healthcare 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 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. A pregnant employee is entitled to up to eight weeks of leave for cesarean section. 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 OC LAFCO's operations. (Actual scheduling of the leave/transfer is subject to the approval of the employee's healthcare provider.)
3. Where 30 days advance notice is not possible, notice must be given as soon as possible. If an employee fails to provide the requisite 30 days' advance notice for a foreseeable need for leave, without any reasonable excuse for the delay, OC LAFCO reserves the right to delay the taking of the leave until at least 30 days after the date that the employee does provide such notice. However, OC LAFCO will not deny a pregnancy disability leave or transfer where the need for leave is an emergency or was otherwise unforeseeable.
4. OC 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. OC LAFCO shall attempt to respond to the leave request before the date of leave is due to begin. Once given, the 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 healthcare 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.

1. If it is medically advisable and foreseeable that an employee will be taking intermittent leave or leave on a reduced work schedule, OC LAFCO may require that the employee transfer temporarily to an available alternative position.
2. 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.
3. 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 healthcare provider certifies that such a transfer is medically advisable.
2. Temporary transfers will be granted where appropriate and when OC LAFCO is able to reasonably accommodate the transfer, provided that the transfer would not require OC LAFCO to:
  - a. Create additional employment.
  - b. Discharge another employee.
  - c. Violate 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 healthcare 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.

d. Upon expiration of the time period for the leave estimated by the health care provider, OC LAFCO may require the employee to provide another medical certification if additional leave time is requested.

H. Fitness for Duty

The employee must provide certification from her healthcare 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 OC 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 supplement temporary disability insurance payments.

#### J. Reinstatement

1. The employee is entitled to be reinstated to the same or comparable position upon release to return to work by her healthcare 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 OC LAFCO of her readiness to return and provides medical certification of her fitness for duty.
  - c. Failure to return to work on the next workday 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 OC 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. FMLA/CFRA and Pregnancy Disability Leave

In accordance with the Federal Family and Medical Leave Act (FMLA), OC LAFCO shall count each day of pregnancy disability leave against an eligible employee's entitlement to up to 12 weeks of leave under the FMLA. Pursuant to the CFRA, the right to CFRA is separate and distinct from the right to take leave for pregnancy disability, and PDL will not be counted against the CFRA leave entitlement.

#### M. Group Health Insurance

Where an eligible employee is on Pregnancy Disability/FMLA Leave, OC 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, OC LAFCO may recover premiums it paid to maintain group health insurance coverage. (For details, see OC 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.

### 3.23 OTHER TIME OFF

#### A. Overview

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

#### B. Bereavement Leave

Upon request, ~~regular full-time employees shall receive time off with pay, not to~~

~~exceed five (5) days for each death in the immediate family. Regular part-time employees shall receive time off with pay not to exceed the number of hours scheduled in a part-time employee's normal workweek for each death upon request. Other~~ employees who have been employed for at least 30 days will be entitled to five (5) days of unpaid paid leave, which will be pro-rated for part-time employees based on hours worked, for each death in the employee's immediate family. ~~and may use any accrued paid leave upon request.~~ For purposes of this section, 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 or the child of a domestic partner; person whom the employee has/had a legal guardian relationship. To the extent allowed by law, OC LAFCO may request documentation from an employee availing themselves of this leave.

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. Reproductive Loss Event

All employees who have been employed for OC LAFCO for at least 30 days are entitled to an unpaid leave of absence up to five (5) days in total following a reproductive loss event. Such leave must be taken within three (3) months of the reproductive loss event. If an employee experiences more than one reproductive loss event within a 12-month period, OC LAFCO will grant the employee a cumulative total of up to of 20 (twenty) unpaid days of leave; subject to the limitation that each unpaid leave of absence shall not exceed five (5) days.

A reproductive loss event is defined as: failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. If the employee would have been recognized as a parent if the aforementioned events were successful, the employee will be covered under this definition. This includes the employee, the employee's current spouse or domestic partner, or another individual if the person would have been a parent of a child as a result of the event.

The leave of absence following a reproductive loss event is unpaid, though an employee may elect to utilize any accrued and available paid sick leave, vacation, personal leave, or compensatory time off that is otherwise available to the employee.

#### C.D. Jury Duty Leave

OC LAFCO encourages employees to fulfill their civic responsibilities by serving jury duty or appearing in court as a witness when required. OC LAFCO provides 30 days of paid time off at the employee's regular rate of pay for jury duty service provided the employee deposits fees paid for hours of jury duty excluding mileage. For service longer than 30 days, employees may use any accrued vacation leave or receive unpaid leave for jury duty service.

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.

OC 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.E.~~ Domestic Violence Victim Leave, Sexual Assault or Stalking

OC LAFCO will provide time off to an employee who has been the victim of domestic violence, sexual assault or stalking to seek any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child. This includes time off for court proceedings, services from a domestic violence shelter, program or rape crisis center, counseling, medical attention, and participation in safety planning programs. OC LAFCO requires reasonable advance notice of the leave when feasible. If time off is taken due to an emergency, the employee must, within 15 days of the absence, provide OC LAFCO with certification of the need for the leave such as a police report, court order, documentation from a healthcare provider, victims advocate, or counselor.

Employees eligible for paid sick leave benefits under California law may take any such available paid time off, consistent with such law, for the purposes set forth in this policy. For more information, please see the Sick Leave policy. In the event paid sick leave benefits are not available, employees taking leave under this policy may elect to apply accrued and unused vacation to such time.

OC LAFCO prohibits discrimination, discharge, or retaliation against an employee for taking time off or requesting an accommodation under this policy or based on the employee's status as a victim of domestic violence, sexual assault, and/or stalking.

#### ~~E.F.~~ Crime Victims' Leave

OC LAFCO will provide time off to an employee to attend judicial proceedings related to a crime, if that employee is a victim of crime, an immediate family member of a

victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim. OC LAFCO requires that, where feasible, in advance of taking leave, the employee provide it with a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice. If advance notice is not possible, the employee is required to provide OC LAFCO with a copy of the notice within a reasonable time.

No employee who is absent from work pursuant to this provision will be discharged or otherwise discriminated against in compensation or other terms, conditions or privileges of employment, because of such absence. Such leave is unpaid. Employees taking leave under this policy may elect to apply vacation time to such leave.

#### F.G. Leave for Organ and Bone Marrow Donation

OC LAFCO will grant an employee the following leaves of absence:

1. Bone Marrow Donation:

A paid leave of absence of up to five business days in any one-year period for the purpose of donating the employee's bone marrow to another person.

2. Organ Donation:

- a. A paid leave of absence of up to 30 business days in any one-year period for the purpose of the employee donating the employee's organ to another person.
- b. An additional unpaid leave of absence, not exceeding 30 business days in a one-year period, for the purpose of the employee donating the employee's organ to another person.

For leaves of absence under this policy that are paid, if an employee has earned and unused sick or vacation time is available, the employee is required to first use up to five days of such paid sick or vacation time for a bone marrow donation and up to two weeks of sick or vacation time for organ donation.

In order to receive a leave of absence pursuant to this policy, the employee must provide written verification to OC LAFCO that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

Any leave taken for the donation of an organ or bone marrow will not constitute a break in service for purposes of the employee's right to salary adjustments, sick leave, vacation, annual leave, or seniority. During any leave taken under this policy, OC

LAFCO will maintain and pay for coverage under any group health plan, for the full duration of this leave.

Leave provided under this policy may be taken in one or more periods. Leave taken under this policy will not run concurrently with any leave taken pursuant to the federal Family and Medical Leave Act or the California Family Rights Act.

Upon expiration of a leave of absence authorized by this policy, OC LAFCO will restore the employee to the position held by the employee when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment. OC LAFCO may decline to restore an employee because of reasons unrelated to the employee's exercise of rights under this policy.

#### G.H. 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, OC 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.

#### H.I. 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 serve is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable. Employees who have been employed for 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 OC 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.

CFRA permits employees to take up to 12 workweeks of unpaid protected leave during a 12-month period for a “qualifying exigency” related to the covered active duty or call to covered active duty of an employee’s spouse, domestic partner, child or parent in the U.S. armed forces. 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 Family and Medical Leave policy and provides a general notice of employee rights to this leave. Except as stated below, such rights and obligations for service member leave are governed by our existing Family Leave policy. Service member FMLA/CFRA runs concurrent with other leave entitlements provided under federal, state and local law. Service member FMLA provides eligible employees unpaid leave for anyone, or combination of the following reasons:

1. 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
2. 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 healthcare 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 OC 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.



### H.J. Military Spouse Leave

Qualified California employees will be given up to 10 days leave during that time in which the employee's spouse or domestic partner is on leave from deployment in a combat zone with the active duty or reserve military or national guard during a period of military conflict. Employees may use accrued vacation time to cover this absence. If the employee has no accrued vacation, the employee must request time off without pay.

Qualifying employees are employees who work an average of 20 hours per week and have a spouse or domestic partner who is serving as (1) a member of the U.S. Armed Forces and who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States or (2) a member of the Armed Forces Reserve Components or the National Guard and has been deployed during a period of military conflict.

Qualifying employees who wish to request this leave must provide OC LAFCO with a written request for such leave within two business days of receiving official notice that the military spouse or domestic partner will be on leave from deployment. The employee must also provide written documentation to OC LAFCO certifying that the military member will be on military leave from deployment.

### H.K. Workers' Compensation Leave

If an employee sustains a work-related injury, he or she will be eligible for a medical leave of absence for a 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 supervisors informed as to their work status and will need to provide a doctor's release before returning to work.

For more information on how to apply for or obtain workers' compensation information, an employee may contact the County of Orange, Risk Management Department at (714) 285-5511. Additional information may also be found at the following worker's compensation resources:

1. State of CA Department of Industrial Relations Website: <https://www.dir.ca.gov/dwc/fileclaim.htm>.
2. Facts for Injured Workers: <https://www.dir.ca.gov/dwc/InjuredWorker.htm>.

**K-L.** 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.

**L-M.** 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, the 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.

**M-N.** Literacy Education Leave

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

**N-O.** Kin Care Leave

Under California state law, employees who accrue sick leave are eligible for Kin Care Leave (KCL). An employee may use KCL for the following reasons:

1. Diagnosis, care, or treatment of an existing health condition of the employee, or preventive care for, an employee or an employee’s covered family member.
2. For obtaining relief if the employee is a victim of domestic violence, sexual assault, or stalking.

3. If the employee is a victim of domestic violence, sexual assault, or stalking, the employee may take time off to: obtain medical treatment, counseling or other victims' services, obtain or attempt to obtain any relief to help ensure the health, safety, or welfare of the employee or the employee's child, such as a temporary restraining order, restraining order, or other injunctive relief.

The number of days the employee can take off is calculated as an amount not less than the sick leave that would be accrued during 6 months of the employee's then-current rate of entitlement. Employees are able to use up to half of their sick leave for KCL. But, no more than one-half of the employee's annual accrued sick leave benefits can be counted as KCL. For a full-time career employee, for example, this would mean no more than 48 hours of sick leave can be counted as KCL.

To the extent possible, employees must provide reasonable advance notice of their need for leave under this policy. If the need for leave is not foreseeable, an employee must provide notice as soon as practicable.

For purposes of this policy, a family member means as a child (a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), a parent (a biological, adoptive or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), a spouse or registered domestic partner, a grandparent, grandchild and sibling.

Please note, leave under this statute runs concurrently with paid sick leave and CFRA/FMLA leave.

#### P. Alcohol and Drug Rehabilitation Leave

Under California state law, employees who seek time off to voluntarily complete a rehabilitation program are eligible for this leave under this policy.

Employees may take reasonable unpaid leave as long as the leave does not cause OC LAFCO an undue hardship. This leave is unpaid but employees may choose to use available sick leave concurrently with rehabilitation leave.

### **3.24 FAMILY AND MEDICAL LEAVE**

#### **A. Overview**

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

Note: Employers with at least 50 employees are required to comply with FMLA, whereas all public employers are required to comply with the CFRA. OC LAFCO does not meet the threshold for FMLA, but by policy provides leave pursuant to the FMLA.

#### 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 OC 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. The birth or adoption of a child, or the placement of a child in foster care.
2. To care for the employee's child (including adult children over 18 years of age, stepchildren and children of a domestic partners), spouse, sibling, registered domestic partner, parent (including parent-in-law), grandchild, grandparent or designated person with a serious health condition. "Designated person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. OC LAFCO may limit an employee to one designated person per 12-month period for family care and medical leave.
3. A serious health condition that prevents the employee from performing an essential function of his/her job, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions; or
4. Military spousal, and military caregiver and exigency leave.

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. 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 OC LAFCO, and there is no requirement to hold the job available during the personal leave. OC LAFCO will, however, be governed by the Americans with Disabilities Act, the California Fair Employment and Housing Act, and Workers' Compensation regulations, if applicable.

#### E. 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 granted on any two occasions and will be subject to OC LAFCO approval for any additional requests based upon business needs.

Family and Medical Leave for the employee's own serious health condition, family care leave for the serious health condition of the employee's child (including adult child over 18 years of age), spouse, sibling, registered domestic partner, child of a registered domestic partner, parent, grandchild, grandparent or designated person 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 OC LAFCO's operations. Military exigencies' 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.

#### F. 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.

#### G. Impact on Benefits

Health insurance premiums that are normally paid by OC 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 unpaid leave, such payments will be deducted from the employee's pay through payroll deductions. Otherwise, the employee must make arrangements with OC LAFCO to pay for such premiums.

OC 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 30 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.

#### H. Pregnancy Disability

In addition to the pregnancy disability leave described in this handbook, an eligible pregnant California employee is entitled to up to 12 additional workweeks of CFRA Leave. The maximum time to be taken off is: four months pregnancy disability/FMLA (with a healthcare provider's certification) plus 12 workweeks CFRA.

#### I. 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 healthcare 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 OC LAFCO's operations.

#### J. Integration with Paid Leave

Leave provided under FMLA/CFRA is unpaid. However, at the option of OC 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 OC LAFCO's policy) may be substituted for any unpaid Family Medical Leave. This designation of Family and Medical Leave will be made by OC LAFCO at the time the employee requests the leave or when OC 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.

#### K. 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. OC 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. OC LAFCO will be governed by the Americans with Disabilities Act, the Fair Employment and Housing Act, CFRA/FMLA, 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 healthcare provider's release to work upon returning from leave.

## **PART 5 – CONDUCT AND PROBLEMS**

### **3.25 SAFETY**

#### A. Overview

The intent of this policy is to outline safety expectations.

## B. Policy

OC LAFCO is committed to providing a safe and healthy workplace. The safety of every employee is a fundamental consideration for OC LAFCO, and all reasonable precautions will be taken to protect employees from injury. In order to promote safety in the workplace, OC LAFCO expects employees to conduct business and perform their duties in a safety-conscious manner at all times. All work areas must be kept clean, and free of clutter and debris. OC LAFCO also expects all employees to refrain from horseplay and careless behavior in the workplace. Any hazards or potentially dangerous conditions must be corrected promptly and/or reported to a supervisor.

Every employee of the OC LAFCO shall be required to observe all OC LAFCO and departmental health and safety procedures. At the close of each business day, employees must ensure that all equipment is put away. All stationery and miscellaneous supplies should be removed from tables, benches and furniture tops. Paperwork should not be left out overnight. Employees must not litter or discard items on the premises.

If an employee identifies a potentially unsafe condition or risk, the employee should immediately report the matter to their supervisor.

Under California law, in the event of an emergency condition, OC LAFCO will not take or threaten adverse action against any employee for refusing to report to, or leaving, a workplace because the employee has a “reasonable belief that the workplace is unsafe.” The law requires employees to, “when feasible,” notify employers in advance of the emergency condition that requires they either leave the workplace or refuse to report to work. If it’s not feasible, then the employee must notify the employer as soon as possible. “Emergency Condition” for purposes of this policy, is defined as conditions of disaster or extreme peril to the safety of persons or property at the workplace or worksite caused by natural forces or a criminal act. And, an order to evacuate a workplace, worksite, worker’s home, or the school of a worker’s child due to natural disaster or a criminal act.

“A reasonable belief” for purposes of this policy, is defined as the workplace or worksite is unsafe” means that a reasonable person, under the circumstances known to the employee at the time, would conclude there is a real danger of death or serious injury if that person enters or remains on the premises. The existence of any health and safety regulations specific to the emergency condition and an employer’s compliance or noncompliance with those regulations shall be a relevant factor if this information is known to the employee at the time of the emergency condition or the employee received training on the health and safety regulations mandated by law specific to the emergency condition.



If an employee is injured or becomes ill on the job as a result of performing job-related duties, the following steps will be taken.

- Notify their supervisor, manager or Chair immediately after an injury or symptoms of illness occur.
- Consult a physician within 24 hours after an industrial injury or illness, even if the injury or illness is considered minor. Delay or refusal to seek medical treatment can result in physical as well as compensatory complications. Whenever possible, treatment should be received from an authorized treatment facility as directed to OC LAFCO.
- If the injury requires minor first aid care, there are first aid kits located in the office of Executive Officer and break room. All rules of reporting apply, even though injury is minor and requires only first aid treatment.
- In the event of a life-threatening injury, employees will be taken to the nearest local hospital. The employee or referring agent of OC LAFCO must inform the hospital staff that they are seeking treatment for an industrial injury.
- In the event of a temporary or permanent industrial disability, the employee is entitled to Workers' Compensation Insurance coverage and/or personal long-term disability benefits in accordance with state and federal laws.

**Off-Duty Social and Recreational Activities.** OC LAFCO may sponsor social or recreational activities for its citizens and employees, both on OC LAFCO property and off-site. Employee attendance at such social activities, however, is completely voluntary and is not work-related. Neither OC LAFCO nor its insurer will be liable for the payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social or athletic activity that is not part of the employee's work-related duties.

- ~~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. OC LAFCO carries workers' compensation insurance and will assist employees to obtain all benefits to which they are legally entitled.~~

### **3.26 WORKPLACE VIOLENCE POLICY**

OC LAFCO recognizes that workplace violence is a concern among employers and employees across the country. OC LAFCO is committed to providing a safe work environment that is free of violence and the threat of violence. OC 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 OC LAFCO's property or causing physical damage to the facilities, bring weapons or firearms of any kind onto OC LAFCO's premises, parking lots, or while conducting business, or any other behavior that suggests a propensity towards violence. OC LAFCO strictly prohibits employees, consultants, customers, visitors, or anyone else on OC LAFCO premises or engaging in an OC LAFCO-related activity from behaving in a violent or threatening manner. Moreover, OC LAFCO seeks to prevent workplace violence before it begins and reserves the right to address certain behaviors, even in the absence of violent behavior.

Employees may report all incidents of direct or indirect violence or dangerous behavior to the Executive Officer or Assistant Executive Officer 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 OC LAFCO employee that violates this policy will be subject to discipline, up to and including termination, as well as potential legal action.

OC LAFCO believes that prevention of workplace violence begins with recognition and awareness of potential early warning signs. Any such instances should be immediately reported to the Executive Officer or General Counsel.

Workplace violence is any act or threat of physical violence, harassment, intimidation, or other threatening disruptive behavior that occurs at the worksite, ranging from threats and verbal abuse to physical assaults and even homicide, that can affect and involve employees, clients, customers and visitors. If any employee observes or becomes aware of any ~~of any~~ workplace violence related actions or behavior by an employee, customer, consultant, visitor, or anyone else, he or she should notify the Executive Officer or Assistant Executive Officer or General Counsel immediately. Further, employees should notify the Executive Officer or Assistant Executive Officer or General Counsel if any restraining order is in effect, or if a potentially violent non-work-related situation exists that could result in violence in the workplace. General examples of prohibited conduct include, but are not limited to the following:

1. The actual or implied threat of harm to an individual, group of individuals, or relatives of those individuals, or the property of any of them, made in person, over the telephone, through the mail, by electronic communication, or by other means.

2. Fighting or challenging another individual to a fight.
3. Intimidation through direct or veiled verbal threats, or through physical threats, such as obscene gestures, grabbing, and pushing.
4. Making harassing or threatening telephone calls; sending harassing or threatening letters, emails, or other correspondence.
5. Intimidating or attempting to coerce an employee to do wrongful acts that would affect the business interests of OC LAFCO.
6. Harassing surveillance or stalking, which is engaging in a pattern of conduct with the intent to follow, alarm, or harass another individual, which presents a credible threat to the individual and causes the individual to fear for their safety, or the safety of their immediate family, as defined in Civil Code section 1708.7.
7. Making a suggestion or otherwise intimating that an act to injure persons or property is appropriate behavior.
8. The possession, on OC LAFCO leased or owned property or facilities, of weapons of any kind (including toy or look-alike), unless specifically authorized by the Police Department or appointing authority, or the brandishing of any object in a threatening manner towards another.
9. Loud, disruptive or angry behavior or language which is clearly not part of the typical work environment.
10. Blatant or intentional disregard for the safety or well-being of others.
11. Willful destruction of OC LAFCO's or others personal property.
12. Commission of a violent felony or misdemeanor on OC LAFCO's property.
13. Any other act that a reasonable person would perceive as constituting an act or threat of violence.

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, OC LAFCO will inform the reporting individual of the results of the investigation. To the extent possible, OC LAFCO will maintain the confidentiality of the reporting employee and of the investigation. OC LAFCO may, however, need to disclose results in appropriate circumstances, for example, in order to protect individual safety. OC LAFCO will not tolerate retaliation against any employee who

reports workplace violence.

If OC LAFCO determines that workplace violence in violation of this policy has occurred, OC LAFCO will take appropriate corrective action and will impose discipline on offending employees. The appropriate discipline will depend on the particular facts but may include written or oral warnings, probation, reassignment of responsibilities, suspension, or termination. If the violent behavior is that of a non-employee, OC LAFCO will take appropriate corrective action in an attempt to ensure that such behavior is not repeated.

Under certain circumstances, OC LAFCO may forego disciplinary action on the condition that the employee takes a medical leave of absence. In addition, OC LAFCO may request that the employee participate in counseling, either voluntarily or as a condition of continued employment.

**Immediate Danger:** Any employee, who is subjected to, witnesses, or has knowledge of actions that pose an immediate danger to himself/herself or others must report these acts to appropriate authorities immediately. When the incident constitutes an emergency, the employee should place themselves in a safe location, notify their supervisor and/or obtain police assistance by calling 911. Information provided to the emergency dispatcher should include details regarding the exact location and the nature of the incident and the persons and/or weapons involved.

After the incident has been reported to the police the employee should notify their supervisor. The supervisor shall be responsible for contacting the Executive Officer.

The primary objective in dealing with an incident in progress is to stabilize the situation, deescalate the potential for violence, and ensure that there is no harm to any person or property. Once the emergency has passed the supervisor shall be responsible for conducting a thorough investigation of the incident and reporting the findings to the Executive Officer. All employees are required to cooperate fully in any administrative or criminal investigation.

**Potential or Suspected Future Incidents:** When an employee becomes aware of a potential violation of this policy that does not pose an immediate threat of violence, the employee is responsible for notifying their supervisor. Even without an actual threat, employees should also report any behavior that they may regard as threatening or violent when the behavior is job-related or might be carried out within the OC LAFCO workplace. It will then become the responsibility of the supervisor to prepare a report for the Executive Officer. This report will be evaluated to determine whether there was a violation of the policy and what the appropriate management response should be.

Employees who have reason to believe they or any OC LAFCO employee may be the subject of a future violent act in the workplace or as a result of their OC LAFCO employment, should immediately notify their supervisor.

No employee who, acting in good faith, initiates a complaint or reports an incident under this policy will be subject to retaliation or harassment.

### 3.27 DRUG AND ALCOHOL POLICY

#### A. Overview

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

#### B. Policy

It is OC 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 OC LAFCO's premises ~~and or~~ while conducting business-related activities off OC 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 OC 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 OC LAFCO's policies, rules and prohibitions relating to conduct in the workplace; and if granting the leave will not cause OC LAFCO any undue hardship. Please see OC LAFCO's Alcohol and Drug Rehab Leave Policy for more detail.

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

### **3.28 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 OC LAFCO. Moreover, OC 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. OC 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.

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

#### **A. Overview**

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

#### **B. Policy**

The use of any OC LAFCO-related equipment (computers, cell phones, iPads, projectors, or other office-related equipment) outside of the OC LAFCO offices must be approved by the Executive Officer. OC 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 an OC LAFCO employee, the OC LAFCO employee is responsible to reimburse OC LAFCO for the replacement cost of all lost or stolen items.

The care and safekeeping of an iPad provided to a Commissioner for OC 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 OC LAFCO for the replacement cost of the device.

### **3.30 PROBLEM RESOLUTION PROCEDURE**

#### **A. Overview**

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

#### **B. Policy**

OC LAFCO is committed to encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response. OC 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 concerns through the problem-resolution procedure. No one will be penalized, formally or informally, for voicing a complaint with OC 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 an employee believes it would be inappropriate to contact the person, employee may present problem to the Executive Officer.
2. The Assistant Executive Officer responds to the 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.

The Executive Officer reviews and considers the problem. The Executive Officer informs the employee of decision and forwards a copy of the written response to the employee's file. The Executive Officer has full authority to make any adjustment deemed appropriate to resolve the problem.

**Originally Adopted:** 1/8/2003

**Last Reviewed:** ~~10/11/2023~~03/13/2024

**Last Revised:** ~~10/11/2023~~03/13/2024



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

**PART 1 – EMPLOYMENT**

**3.1 EMPLOYEE ACKNOWLEDGEMENT FORM**

PLEASE READ THE FOLLOWING POLICIES AND PROCEDURES, FILL OUT AND RETURN THIS PORTION TO THE OC LAFCO COMMISSION CLERK OR IMMEDIATE SUPERVISOR WITHIN FIVE BUSINESS DAYS.

I acknowledge that I have received and read a copy of the Orange County Local Agency Formation Commission (“OC LAFCO”) employee policy and procedures and understand all the policies, guidelines, and procedures stated within. I understand that I am responsible for reading these policies and for knowing and complying with the policies set forth herein during my employment with OC LAFCO.

Additionally, I specifically acknowledge that I have read and understand the following policies: Equal Employment Opportunity, Timekeeping, Overtime Pay, and Policy Against Harassment, Discrimination, and Retaliation.

The personnel policies and procedures describe important information about OC LAFCO, and I understand that I should consult the OC LAFCO Executive Officer regarding any questions I might have. I have entered into my employment relationship with OC LAFCO voluntarily and acknowledge that there is no specific length of employment. Accordingly, either I or OC 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 these policies and procedures are not a contract of employment.

I understand and agree that the terms of this Acknowledgment may not be modified or superseded except by a written agreement signed by me and the OC LAFCO Executive Officer, that no other employee or representative of OC LAFCO has the authority to enter into any such agreement, and that any agreement to employ me for any specified period of time or that is otherwise inconsistent with the terms of this Acknowledgment will be unenforceable unless in writing and signed by myself and the OC LAFCO Executive Officer. I further understand and agree that if the terms of this Acknowledgment are inconsistent with any guideline or practice of OC LAFCO now or in the future, the terms of this Acknowledgment shall control.

Since the information, policies, and benefits described herein are necessarily subject to change, I acknowledge that revisions to them may occur, except to OC LAFCO’s policy of employment-at-will. I understand that OC 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.

I have carefully read this acknowledgement Form.

---

EMPLOYEE'S NAME (printed)

---

EMPLOYEE'S SIGNATURE

---

DATE

**DISCLAIMER**

THESE POLICIES AND PROCEDURES ARE NOT DESIGNED TO EXPLAIN EVERY EMPLOYMENT SITUATION OR OUTLINE EVERY RELEVANT POLICY OR PRACTICE. THESE POLICIES AND PROCEDURES NOT INTENDED TO CONSTITUTE AN EMPLOYMENT CONTRACT OR A GUARANTY OF FUTURE EMPLOYMENT. EMPLOYMENT WITH OC LAFCO IS "AT-WILL." THESE POLICIES AND PROCEDURES SUPERSEDE ANY AND ALL WRITTEN DOCUMENTS OR ORAL REPRESENTATIONS THAT CONTRADICT THE AT-WILL NATURE OF YOUR EMPLOYMENT, EXCEPT WHERE EXPRESSLY SUPERSEDED BY CONTRACT.

OC LAFCO RESERVES THE RIGHT TO REVISE, MODIFY, DELETE, OR ADD TO ANY AND ALL POLICIES, PROCEDURES, WORK RULES, OR BENEFITS STATED IN THESE POLICIES AND PROCEDURES OR IN ANY OTHER DOCUMENT, EXCEPT FOR THE POLICY OF AT-WILL EMPLOYMENT. ANY CHANGES TO THESE POLICIES AND PROCEDURES WILL BE DISTRIBUTED IN WRITING TO ALL EMPLOYEES SO THAT EMPLOYEES MAY BE AWARE OF THE NEW POLICIES.

### 3.2 AT-WILL EMPLOYMENT

#### A. Overview

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

#### B. Policy

Employment at OC LAFCO is and shall be at all times on an at-will basis at all phases of employment. That means that either OC LAFCO or an employee may terminate an employee's employment at any time, for any reason, with or without cause or advance notice. The employment relationship between OC LAFCO and its employees is for an unspecified term and may be terminated by the employee, or OC LAFCO Executive Officer or the Commission of OC LAFCO ("Commission") at any time, with or without cause or advanced notice. Also, OC 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 herein is intended to create any contractual obligations which in any way conflict with OC 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 OC 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 OC LAFCO.

#### B. Policy

OC LAFCO is strongly committed to providing equal opportunity to all employees and applicants for employment. OC LAFCO does not discriminate on the basis of race (including but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religious creed (including religious dress and religious grooming practices), national origin, ancestry, citizenship status, age (40 years and older), sex (including pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity and expression (including transgender identity and expression), because an individual has transitioned (to live as the gender with which they identify), is transitioning (or is perceived to be transitioning), sexual orientation, sex stereotyping, marital status, domestic partner status, reproductive health decision making (protected under §12920 of the Government Code in California), military service and veteran status, physical and/or

mental disability (including HIV and AIDS), legally protected medical condition or information (including genetic information,) protected medical leaves (requesting or approved), status as a victim of domestic violence, sexual assault or stalking, enrollment in a public assistance program, or any other basis protected by local, state or federal laws. Any such discrimination is unlawful and all persons involved in the operations of OC LAFCO are prohibited from engaging in this type of conduct. OC 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, placement, firing, advancement, compensation training, benefits, transfers, social and recreational programs, and any other terms, conditions and privileges of employment.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Executive Officer or his/her designee or Chair of the Commission or General Counsel. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations conducted pursuant to this policy.

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 or General Counsel. Complaints should be specific and should include the names of individuals involved and the names of any witnesses. OC LAFCO will immediately undertake an effective, thorough and objective investigation and attempt to resolve the situation. If OC 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 LACTATION ACCOMMODATION**

OC LAFCO provides accommodations to lactating employees who need to express breastmilk during work hours in accordance with applicable law. OC LAFCO will provide a room or other location (not a bathroom) for employees to express breastmilk in private.

OC LAFCO will ensure that the lactation room or location will:

1. Be in close proximity to the employee's work area, shielded from view, and free from intrusion while the employee is expressing milk.
2. Be clean, safe and free of hazardous materials.
3. Contain a surface to place a breast pump and other personal items.
4. Contain a place to sit.
5. Have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery powered breast pump.

In addition, OC LAFCO will provide access to a sink with running water and a refrigerator suitable for storing milk (or other cooling device suitable for storing milk) in close proximity to an employee's workspace. In the event that more than one employee needs use of the lactation room, OC LAFCO will discuss alternative options with the employees to determine what arrangement addresses their needs, such as finding an alternative space or creating a schedule for such use.

OC LAFCO shall also provide a reasonable amount of break time for an employee to express any breast milk each time that she needs to do so. The break time, if possible, should run concurrently with any break time already provided to the employee. Break time for a nonexempt employee that does not run concurrently with rest time already authorized for the employee is unpaid. However, if the employee performs any work during such break, she must accurately record all time worked and OC LAFCO will compensate her for such time.

Employees who are nursing have a right to request a lactation accommodation. Such requests may be made verbally or in writing, should indicate the need for the accommodation in order to express breastmilk at work, and should be directed to OC LAFCO's Executive Officer. OC LAFCO shall respond to such requests in a reasonable manner, not exceeding five business days. If OC LAFCO cannot provide break time, location, or other reasonable accommodations in accordance with this policy, it will inform the requesting employee in writing. Because lactation accommodation needs may change over time, employees may request changes to existing accommodations by a written request to OC LAFCO's Executive Officer that describes the nature of the change that is requested.

OC LAFCO prohibits any form of retaliation or discrimination against an employee for exercising or attempting to exercise any rights provided under the above policies. Any such conduct or violations of the above-referenced policies should be reported to OC LAFCO's Executive Officer. Employees also have the right to file a complaint with the California Labor Commissioner for violation of a lactation accommodation right described in the policy above.

### 3.5 REASONABLE ACCOMMODATION

#### A. Overview

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

#### B. Policy

To carry out OC LAFCO's commitment to providing equal opportunity for all employment applicants and employees, OC LAFCO will provide reasonable accommodations, including as required under applicable laws, in accordance with this policy. 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.

Reasonable Accommodation to Disability and Religion: OC LAFCO will provide reasonable accommodations for applicants and employees with disabilities in accordance with the American with Disabilities Act (the "ADA") and California law, and for applicants and employees based on their sincerely held religious beliefs, practices, or observance under state and federal law. An employment applicant or employee who seeks a reasonable accommodation in order to perform essential job functions should make such a request in writing to the attention of the OC LAFCO Executive Officer or his/her designee. The request must identify (a) the job-related functions at issue; and (b) the desired accommodation(s). Following receipt of the request, the Executive Officer or his/her designee may require additional information, such as reasonable documentation of the existence of a disability or additional explanation as to the effect of the disability on the employee's ability to perform their essential functions (or the applicant's ability to perform the essential functions of a desired position) but will not require disclosure of diagnosis or genetic history.

OC LAFCO will engage in the interactive process, as defined by the FEHA and ADA, to determine whether an applicant or employee is able to perform the essential functions of their position. During this process, OC LAFCO will examine potential reasonable accommodations that will make it possible for the employee or applicant to perform the essential functions of the position. Such interactive process will include a meeting with the employee or applicant, OC LAFCO's designated representative(s), and, if necessary, the employee or applicant's health care provider. OC LAFCO will determine, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of reasonable accommodation(s) to

provide. OC LAFCO will not provide an accommodation that would impose an undue hardship upon OC LAFCO or that is not required by law. OC LAFCO will inform the employee or applicant of any decisions made under this section in writing.

Reasonable Accommodations Relating to Pregnancy: OC LAFCO will provide reasonable accommodations to employees who are affected by a pregnancy, childbirth, or related medical conditions, as medically advisable. Such accommodations may consist of:

1. Modified work duties or a modified schedule to permit earlier or later hours or more frequent breaks; stools, chairs or other furniture; modified or acquired equipment or devices; reduced work hours; or other accommodations.
2. Temporary transfers to a less strenuous or less hazardous position if such transfer can be reasonably accommodated.
3. A "Pregnancy-Related Disability Leave" if the employee is disabled by pregnancy, as described in OC LAFCO's leave of absence policy.

Employees seeking a pregnancy-related accommodation, including transfer under this policy, should notify OC LAFCO's Executive Officer or Assistant Executive Officer. This notice must be timely and be provided by employees in advance when the need for reasonable accommodation is foreseeable; in all other circumstances, notice must be provided as soon as practicable. Failure to give advance notice when the need is foreseeable may delay the reasonable accommodation or transfer until 30 days after the date the employee provides notice (unless such delay would endanger the health of the employee, her pregnancy or her coworkers).

Reasonable Accommodations for Victims of Domestic Violence, Stalking, or Sexual Assault: OC LAFCO will also provide reasonable accommodations for an employee who is the victim of domestic violence, stalking or sexual assault if: (i) the employee has disclosed that status to OC LAFCO, and (ii) the employee requests an accommodation for the employee's safety while at work.

In such circumstances, OC LAFCO will engage, in good faith, in a timely and interactive process with the employee to determine an effective reasonable accommodation. In this process, the employee may be asked to provide: (i) a written statement, signed by the employee or someone acting on the employee's behalf, certifying that the accommodation is for the purposes stated above, and (ii) a certification confirming the employee's status as a victim of domestic violence, sexual assault or stalking. Six months after the date of each previous certification, OC LAFCO may request a recertification of such status. OC LAFCO will maintain any such certification as confidential if it identifies the employee as a victim of domestic violence, sexual



assault or stalking, disclosing such information only as required by law, or as needed to protect the employee's workplace safety, and with prior notice of such disclosure to the employee.

Retaliation and Discrimination Prohibited: OC LAFCO prohibits discrimination, discharge, retaliation, or any other unlawful acts against an individual because such person requests or receives an accommodation under this (or another applicable) policy, or because such individual engaged in any other conduct protected by the law. Additionally, as addressed in OC LAFCO's separate policy on harassment, discrimination and retaliation, OC LAFCO prohibits unlawful harassment, discrimination or retaliation against any employee on the basis of an individual's disability, religion, religious creed, sex (including pregnancy, childbirth and related medical conditions), status as a victim of domestic violence, sexual assault or stalking, or any other status as protected by law.

### **3.6 POLICY AGAINST HARASSMENT, DISCRIMINATION, AND RETALIATION**

#### **A. Overview**

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

#### **B. Policy**

OC LAFCO is committed to providing a professional workplace in which individuals are treated with respect and in a manner consistent with OC LAFCO's high expectations of ethical conduct. This necessarily means that OC LAFCO prohibits unlawful harassment, discrimination, and retaliation in accordance with applicable laws. OC LAFCO prohibits and will not tolerate harassment of employees, applicants, or persons providing services pursuant to a contract based on factors such as sex (which includes harassment based on sex, pregnancy, perceived pregnancy, childbirth, breastfeeding, and related medical conditions), as well as harassment, discrimination, and retaliation based on such factors as race (including hair texture, protective hairstyles, and other traits historically associated with race), color, religion and religious creed (including religious dress and religious grooming practices), national origin, ancestry, citizenship, age (40 years and older), mental disability and physical disability (including HIV and AIDS), legally-protected medical condition or information (including genetic information), protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), military and/or veteran status, service, or obligation, reserve status, national guard status, marital status, domestic partner status, gender, gender identity (including transgender identity), gender expression (including transgender expression), because an individual has transitioned or is (or is perceived to be) transitioning, sex stereotyping, sexual orientation, status as a victim of domestic

violence, sexual assault or stalking, enrollment in a public assistance program, engaging in protected communications regarding employee wages or otherwise exercising rights protected under the National Labor Relations Act or California Fair Pay Act, requesting a reasonable accommodation on a protected basis such as disability or sincerely-held religious belief, practice, or observance, or any other characteristic protected by federal, state, or local laws.

OC LAFCO strongly disapproves of and will not tolerate harassment, discrimination, or retaliation against employment applicants, employees, unpaid interns, or volunteers by officials, managers, supervisors, co-workers or third parties with whom employees come into contact, consistent with applicable law. Similarly, OC LAFCO will not tolerate harassment, discrimination, or retaliation by its employees directed toward non-employees with whom OC LAFCO employees have a business, service, or professional relationship (such as independent contractors, vendors, clients, volunteers, or interns). All such harassment is prohibited by OC LAFCO and is against the law.

#### C. Definition

Harassment is generally defined as verbal, physical, or visual conduct that creates an intimidating, offensive, or hostile working environment, or that interferes with an employee's work performance, and that is based on a protected status. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission or rejection of the conduct is used as the basis for an employment decision; or (3) the harassment interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

As the definition above shows, harassing conduct can take many forms and may include, but is not limited to, the following (when based upon an employee's protected status as noted above): slurs, jokes, statements, gestures, assault, impeding or blocking another's movement or otherwise physically interfering with normal work, pictures, drawings, or cartoons, violating someone's "personal space," foul or obscene language, leering, stalking, staring, noises, unwanted or offensive letters or poems, offensive emails, texts, gifs, memes, or voicemail messages.

Prohibited unlawful harassment includes, but 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

##### Internal Reporting

Any incidents of discrimination, harassment, or retaliation, including work-related harassment by any OC LAFCO personnel or any other person, or any conduct believed to violate this policy should promptly submit a complaint, preferably written, to the Executive Officer, or if it involves the Executive Officer, to the Chair of the Commission and General Counsel. It is the responsibility of all of us to contribute to a work environment that is free of unlawful bias, discrimination, harassment, and retaliation. Failure to bring forth a complaint prevents OC LAFCO from having the opportunity to correct the situation.

Managers and supervisors have a special responsibility under this policy. All levels of management and all supervisors are responsible for compliance with this Policy Against Harassment, Discrimination, and Retaliation and for ensuring that everyone in their department is aware of, understands and adheres to this policy. Supervisors and managers who receive complaints or who observe or learn of discriminatory, harassing, or retaliatory conduct must immediately inform the Executive Officer, or if it involves the Executive Officer, the Chair of the Commission and General Counsel, so that an investigation may be initiated.

Complaints should be specific and include the names of individuals involved and names of any witnesses. Individuals making such complaints must report the facts as accurately and as completely as possible. Every reported complaint of harassment, discrimination, and retaliation is taken seriously by OC LAFCO. Every reported complaint, including allegations of misconduct, will be investigated thoroughly and promptly by impartial and qualified personnel. OC LAFCO will immediately undertake an effective, thorough and objective investigation and attempt to resolve the situation. OC LAFCO will maintain confidentiality to the extent possible. If OC 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.

Typically, the investigation will include the following steps: an interview of the employee who lodged the complaint to obtain complete details regarding the alleged harassment, discrimination, or retaliation; interviews of anyone who is alleged to have engaged in such conduct to respond to the claims; and interview of any employees who may have witnessed, or who may have knowledge of, the alleged conduct. The Executive Officer, or if it involves the Executive Officer, the Chair of the Commission and General Counsel, will notify the employee who lodged the complaint of progress during the investigation, including documentation where applicable, and timely notification of the results of the investigation. The investigation will be handled in as confidential a manner as possible consistent with a fair, timely, and thorough investigation (e.g., parties will receive appropriate due process, OC LAFCO will reach reasonable conclusions based on the evidence collected, etc.). Employees (or other complainants) making complaints are expected to cooperate fully with the person or persons designated to investigate the complaint.

OC LAFCO prohibits conduct severe enough to be unlawful. Yet even more, OC LAFCO's workplace conduct standards also prohibit conduct and comments which are not severe enough to violate state or local or federal law—but which are still inappropriate in the workplace. For example, OC LAFCO prohibits abusive conduct in the workplace—whether or not it is based on a protected category. As a result, OC LAFCO will take prompt, appropriate, and effective corrective action (e.g., remedial measures) any time it is established that discrimination, harassment, or retaliation in violation of this policy has occurred—whether or not such violation also violates the law.

Corrective action may include, for example: training, referral to counseling, or disciplinary action ranging from a verbal or written warning to termination of employment, depending on the circumstances.

#### External Reporting

In addition to OC LAFCO internal complaint procedure, an employee may file an external complaint by contacting the following:

1. Department of Civil Rights (CRD) [formerly known as the Department of Fair Employment and Housing (DFEH)] at 800-884-1684 or visiting <https://calcivilrights.ca.gov/contactus/>.
2. Equal Employment Opportunity Commission (EEOC) at 800-669-4000 or visiting <https://www.eeoc.gov/contact-eeoc>.

OC LAFCO will not tolerate retaliation against an individual for good faith reports of harassment, discrimination, or retaliation; assisting another in making a report; cooperating in an investigation; filing an administrative complaint with a government agency; or engaging in other protected activity. Such retaliation is a separate violation of the law and of OC LAFCO policy and is subject to disciplinary action up to employment termination. Individuals who believe they have experienced or been threatened with such retaliation, and any manager or supervisor who learns of possible retaliation, must immediately report it using the same Complaint Reporting Process above.

#### E. Sexual Harassment and Sexual Harassment Prevention Training

Sexually harassing conduct in particular may include all of the above prohibited actions, as well as other unwelcome conduct, such as requests for sexual favors, conversation containing sexual comments, and other unwelcome sexual advances. For example, sexual harassment can be:

- Verbal: sexual innuendoes, sexually suggestive or degrading comments, text messages, gifs, memes, sexual jokes or slurs, graphic commentaries about a person's body, or repeated sexual advances or invitations.
- Nonverbal: displaying sexually suggestive objects, pictures, cartoons, magazines, calendars or posters, or making suggestive or insulting sounds, leering, whistling, or obscene gestures.
- Physical: offensive touching, brushing against a person's body, unwanted hugging or kissing, or impeding or blocking a person's normal movement. Sexually harassing conduct may arise if a reasonable person subjected to the conduct would find that the harassment so altered working conditions as to make it more difficult to do that person's job. Sexually harassing conduct can occur regardless of the sex, sexual orientation, or gender identity of the harasser or of the person being harassed. Sexually harassing conduct need not be motivated by sexual desire to be violate of this policy.

All non-managerial employees must attend a one-hour Sexual Harassment Prevention Training, and all managerial employees must attend a two-hour Sexual Harassment Prevention Training. All OC LAFCO employees will be required to attend a sexual harassment prevention training every two years as assigned by Administration. Managers will receive two hours of training every two years as assigned by Administration. Staff may be required to attend additional anti-harassment or other sensitivity trainings in regard to any protected class. OC LAFCO employees may refer to the Department of Civil Rights (CRD) [formerly known as the Department of Fair Employment and Housing (DFEH)] sexual harassment

prevention online training course appropriate for their position. You may also visit <https://calcivilrights.ca.gov/> to access the online training courses.

#### F. 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 OC LAFCO employees from any form of unlawful retaliation.

### 3.7 PERFORMANCE MANAGEMENT

#### A. Overview

The intent of the performance review process is to create a supportive, safe, professional performance review process and an 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:

1. Ensure assigned projects/tasks are completed at an acceptable level of quality to effectively serve the mission, vision, and values of the agency.
2. Plan for maximizing employee performance to serve the agency's needs.
3. 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:

1. 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.
2. Assessment of Employee Professional Strengths and Weakness – 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.
3. 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.
4. 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.
5. 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 OC 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 OC 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. OC LAFCO's provision of performance evaluations does not alter the at will employment relationship.

- D. Policy for Executive Officer Performance Evaluation Process (Adopted March 13, 2024)
1. As part of the performance evaluation process, the Executive Officer will prepare a year-end report summarizing the status and accomplishments of the goals and objectives included in the agency's three-year strategic/work plan adopted by the Commission.
  2. The Executive Officer will complete a self-evaluation indicating his/her performance relative to the adopted goals and objectives.
  3. The Chair or his/her designee will provide each Commissioner with 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 or his/her designee will lead the Commission's closed session discussion on the Executive Officer's performance, 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 and his/her designee, if applicable, 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 work with General Counsel to prepare any necessary agenda items and public action required to complete the process.
  8. The Executive Committee will meet with the Executive Officer as warranted to check on the progress of the strategic/work plan and discuss any necessary adjustments for discussion with the full Commission.



### 3.8 PERSONNEL RECORDS

#### A. Overview

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

#### B. Policy

OC LAFCO maintains a personnel file on each employee. An employee's personnel file will contain only material that OC LAFCO determines is necessary and relevant to the administration of OC LAFCO's personnel program. Personnel files are the property of OC LAFCO, and access to the information they contain is restricted, subject to, and in accordance with, this Policy.

Employees have the right to inspect certain documents in their personnel file, as provided by law, in the presence of an OC LAFCO representative at a mutually convenient time. Employees may add written versions of any disputed item to their file. OC LAFCO will not disclose personnel information if it believes doing so would constitute an unwarranted invasion of personal privacy or jeopardize the safety of OC LAFCO personnel.

OC 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, OC 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.

### 3.9 TERMINATION

#### A. Overview

The intent of this policy is to explain the types of termination and OC 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 OC LAFCO of the intended resignation date. Although not required, employees who voluntarily resign are asked as a courtesy to give OC 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 OC 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. OC LAFCO maintains its at-will status. OC 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

OC 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 OC LAFCO, or return of property owned by OC 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 OC LAFCO is based on mutual consent, both the employee and OC 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 OC 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

### 3.10 HIRING AND STAFFING

## A. Overview

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

## B. Policy

To attract and retain qualified staff for OC LAFCO, it is the policy of OC 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 any individual on the basis of a

protected category are prohibited.

E. Probationary Period

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

### 3.11 COMPENSATION PRACTICES

A. Overview

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

B. Policy

It is OC LAFCO's policy to provide salaried exempt and salaried non-exempt employees with equitable salary compensation for the specific job assignment. The OC LAFCO salary compensation program is a "pay for performance" system and is designed to ensure OC 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 OC 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 permits OC 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 OC LAFCO affordability.

#### D. Merit Reviews

1. 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?
2. 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.
3. 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.
4. 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.
5. 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.

#### E. Organizational Promotion

1. A promotional increase may be awarded to an employee who experiences a significant change in the level or kind of work performed.
2. 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.

### **3.12 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 OC 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 overtime pay and are paid on a salary basis. Conversely, NON-EXEMPT employees are generally paid on an hourly basis and are eligible for overtime pay.

#### **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 OC LAFCO's full-time schedule. Generally, they are eligible for OC 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 OC 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 OC LAFCO's benefit programs unless otherwise required by law.
4. Intern – OC LAFCO sometimes utilizes the services of paid student interns. Interns are used to supplement the OC 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 OC 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.

### 3.13 PAY POLICIES

#### A. Overview

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

#### B. Payment of Wages

All 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 an OC LAFCO holiday, the pay date will be the first day immediately prior to the normal pay date.

#### C. Pay Advances

OC 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 OC 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. OC LAFCO will make an effort to evenly distribute overtime based on business necessity among the employees with the necessary skills, knowledge, and abilities. When possible, advance notification will be provided. Employees who refuse to work overtime shall be subject to corrective action, up to and potentially including termination.

*OC LAFCO policy is that all overtime should be pre-approved by the Executive Officer. OC LAFCO will pay any overtime worked, regardless if pre-approved. However, the working of overtime that has not been approved may be grounds for discipline, up to and including termination of employment.*

All employees who are classified as "non-exempt employees," as defined under applicable laws or regulations, will be eligible for overtime pay. Exempt employees are not entitled to overtime pay. Overtime is typically defined under federal law as hours worked by non-exempt employees in excess of forty (40) hours in a workweek. In California, overtime is also typically applied to hours worked over eight (8) in a standard work day; though alternate work weeks allow variance. OC LAFCO follows the applicable state and federal laws when calculating overtime. Please note that only actual hours worked in a given workday or work week apply in calculating overtime. In other words, sick leave, vacation, holidays, or other paid time off is not considered hours worked for purposes of calculating overtime. Employees are obligated to accurately report their overtime worked; any error in overtime payment must be reported in writing to management for correction.

Employees of OC LAFCO designated as exempt employees shall not be subject to the provisions of this section.

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. Timekeeping

Accurately recording time worked is the responsibility of every nonexempt employee. Federal and state laws require OC 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. Each employee is responsible for the daily recording of all time worked on this device. Each employee MUST record their start and finish times for the work day and for meal periods daily. Nonexempt employees must also record departure from work for any non-work-related reason. Failure to do so will subject an employee to discipline, up to and including discharge. Submitting time for another employee is grounds for discipline, up to and including termination. Altering, falsifying, or tampering with time records may result in termination.

OC LAFCO's time keeping policies must be followed at all times. Employees are responsible for reviewing their time entries for accuracy and confirming that their paychecks accurately reflect their actual hours worked. If there are any errors on your paycheck, you should report the error immediately in writing. Any pay correction will be included in the pay period for the time period in which the correction occurred, unless otherwise stated at the time of the correction. 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 OC LAFCO.

### **3.14 COMPENSATION STRUCTURE**

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**

### **3.15 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 OC LAFCO. The Commission will review and may

change these benefits on an annual basis at its discretion.

B. Policy

OC 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. OC 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 OC LAFCO employees.

### 3.16 TUITION REIMBURSEMENT

A. Overview

OC LAFCO encourages and supports efforts by its employees to improve their skills and educate themselves for advancement. OC 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 OC LAFCO.

B. Policy

All regular full-time employees of OC 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. Course 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 an OC 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, bachelor, master 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.

**3.17 STAFF MILEAGE REIMBURSEMENT**

A. Policy

OC LAFCO staff will be reimbursed at the currently applicable IRS rates for reasonable and necessary mileage expenses when personal vehicles are used for OC 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****3.18 SICK LEAVE BENEFITS****A. Overview**

Employees who are hired to work at least thirty days are eligible for California Paid Sick Leave. 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**

OC LAFCO provides paid sick leave benefits to all employees as required by California law.

**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 regular scheduled workweek or period (approximately seventy-two (72) hours per year).

After an employee has been paid for six thousand two hundred forty (6240) regular 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.

Employees may only accumulate up to a maximum of 1500 hours of sick leave.

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. Permitted Uses of Sick Leave

Employees may use Paid Sick Leave for the following purposes:

1. The diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or an employee's qualified family member.
2. To attend legal proceedings, or to obtain medical treatment, counseling or other victims' services for domestic violence, sexual assault, or stalking 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).
3. Illness 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.
  - c. OC 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 may be requested to furnish OC LAFCO with a certificate signed by a licensed physician or registered nurse stating the nature of the medical condition and the period of disablement.
4. 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.

5. An absence due to the air pollution alert, which prevents the employee traveling to his or her work location.

A “family member” for these purposes is defined as a child (a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), a parent (a biological, adoptive or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), a spouse or registered domestic partner, a grandparent, grandchild and sibling, or a designated person which is a person identified by the employee at the time the employee requests paid sick days.

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

In any use of sick leave, an employee’s account shall be charged to the nearest quarter hour for a non-exempt employee, which 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.

To the extent possible, employees must provide reasonable advance notice of their need for California Paid Sick Leave under this policy to the Executive Officer or their immediate supervisor by telephone. If the need is not foreseeable, the employee must provide notice as soon as practicable. 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 OC LAFCO has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.

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 OC LAFCO.

F. Transfer of Sick Time between OC LAFCO Employees

OC LAFCO employees, with the approval of the Executive Officer, may transfer up to 80 hours of sick leave per year to another OC LAFCO employee if needed to cover time off for medical or dental appointments or personal emergencies. OC LAFCO employees, with the written approval of the Executive Officer, may transfer a portion of their unused sick time balance to another OC LAFCO employee under the following circumstances:

1. An OC LAFCO employee may transfer no more than 80 hours of sick time to any one OC LAFCO employee during any calendar year.
2. The OC 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 OC 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.

### 3.19 VACATION<sup>1</sup>

A. Overview

This policy applies to all regular full-time and part-time employees of OC LAFCO. The intent of this policy is to provide paid time off for employees as a means of rest and rejuvenation. OC LAFCO encourages employees to utilize this benefit every year. OC LAFCO believes personal time off is an important means to enable continuation of strong performance and positive contribution to OC 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 .0577 hours of vacation leave with pay for each hour in a regularly scheduled workweek or period (120 hours or 15 days per year).

---

<sup>1</sup>Amendment to the vacation policy for vacation accruals was approved by the Commission on October 11, 2023 with an effective date of December 15, 2023.

After an employee has been paid for 6,240 regularly scheduled hours, approximately three years, the employee shall earn approximately .077 hours of vacation leave with pay for each paid hour in a regularly scheduled work period (160 hours or 20 days per year).

After an employee has been paid for 20,800 regularly scheduled hours, approximately ten years, the employee shall earn approximately .0962 hours of vacation leave with pay for each paid hour in a regularly scheduled work period (200 hours or 25 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 OC 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 OC 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 OC 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 OC 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 unaccrued 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.

### **3.20 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 (5) 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.

### **3.21 COMPENSATORY TIME**

#### **A. Overview**

OC 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 all employee's 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:

1. 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.

- a. 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 fills.
2. The employee may bank eight (8) hours 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.

### **3.22 PREGNANCY RELATED DISABILITY 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 OC LAFCO.

#### **B. Pregnancy Disability Leave**

OC LAFCO recognizes that employees may be unable to work for temporary or extended periods of time due to pregnancy, childbirth, or related medical conditions. Accordingly, for any employee who is disabled by pregnancy, childbirth, or related medical conditions, OC LAFCO provides leave for the period of actual disability (“Pregnancy Disability Leave”), up to a maximum of four months. Pregnancy Disability Leave may be taken intermittently, or on a reduced-hours schedule, as medically advisable. An employee may also be entitled to a reasonable accommodation for pregnancy, childbirth, or related medical conditions.

1. A woman is “disabled by pregnancy” if, in the opinion of her healthcare 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 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. A pregnant employee is entitled to up to eight weeks of leave for cesarean section. 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 OC LAFCO's operations. (Actual scheduling of the leave/transfer is subject to the approval of the employee's healthcare provider.)
3. Where 30 days advance notice is not possible, notice must be given as soon as possible. If an employee fails to provide the requisite 30 days' advance notice for a foreseeable need for leave, without any reasonable excuse for the delay, OC LAFCO reserves the right to delay the taking of the leave until at least 30 days after the date that the employee does provide such notice. However, OC LAFCO will not deny a pregnancy disability leave or transfer where the need for leave is an emergency or was otherwise unforeseeable.
4. OC 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. OC LAFCO shall attempt to respond to the leave request before the date of leave is due to begin. Once given, the 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 healthcare 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.

1. If it is medically advisable and foreseeable that an employee will be taking intermittent leave or leave on a reduced work schedule, OC LAFCO may require that the employee transfer temporarily to an available alternative position.
2. 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.
3. 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 healthcare provider certifies that such a transfer is medically advisable.
2. Temporary transfers will be granted where appropriate and when OC LAFCO is able to reasonably accommodate the transfer, provided that the transfer would not require OC LAFCO to:
  - a. Create additional employment.
  - b. Discharge another employee.
  - c. Violate 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 healthcare 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.
  - d. Upon expiration of the time period for the leave estimated by the health care provider, OC LAFCO may require the employee to provide another medical certification if additional leave time is requested.

#### H. Fitness for Duty

The employee must provide certification from her healthcare 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 OC 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 supplement temporary disability insurance

payments.

J. Reinstatement

1. The employee is entitled to be reinstated to the same or comparable position upon release to return to work by her healthcare 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 OC LAFCO of her readiness to return and provides medical certification of her fitness for duty.
  - c. Failure to return to work on the next workday 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 OC 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 retrain 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. FMLA/CFRA and Pregnancy Disability Leave

In accordance with the Federal Family and Medical Leave Act (FMLA), OC LAFCO shall count each day of pregnancy disability leave against an eligible employee's entitlement to up to 12 weeks of leave under the FMLA. Pursuant to the CFRA, the right to CFRA is separate and distinct from the right to take leave for pregnancy disability, and PDL will not be counted against the CFRA leave entitlement.

#### M. Group Health Insurance

Where an eligible employee is on Pregnancy Disability/FMLA Leave, OC 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, OC LAFCO may recover premiums it paid to maintain group health insurance coverage. (For details, see OC 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.

### 3.23 OTHER TIME OFF

#### A. Overview

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

#### B. Bereavement Leave

Upon request, employees who have been employed for at least 30 days will be entitled to five (5) days of paid leave, which will be pro-rated for part-time employees based on hours worked, for each death in the employee's immediate family. For purposes of this section, 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 or the child of a domestic partner; person whom the employee has/had a legal guardian relationship. To the extent allowed by law, OC LAFCO may request documentation from an employee availing themselves of this leave.

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. Reproductive Loss Event

All employees who have been employed for OC LAFCO for at least 30 days are entitled to an unpaid leave of absence up to five (5) days in total following a reproductive loss event. Such leave must be taken within three (3) months of the reproductive loss event. If an employee experiences more than one reproductive loss event within a 12-month period, OC LAFCO will grant the employee a cumulative total of up to of 20 (twenty) unpaid days of leave; subject to the limitation that each unpaid leave of absence shall not exceed five (5) days.

A reproductive loss event is defined as: failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. If the employee would have been recognized as a parent if the aforementioned events were successful, the employee will be covered under this definition. This includes the employee, the employee's current spouse or domestic partner, or another individual if the person would have been a parent of a child as a result of the event.

The leave of absence following a reproductive loss event is unpaid, though an employee may elect to utilize any accrued and available paid sick leave, vacation, personal leave, or compensatory time off that is otherwise available to the employee.

#### D. Jury Duty Leave

OC LAFCO encourages employees to fulfill their civic responsibilities by serving jury duty or appearing in court as a witness when required. OC LAFCO provides 30 days of paid time off at the employee's regular rate of pay for jury duty service provided the employee deposits fees paid for hours of jury duty excluding mileage. For service longer than 30 days, employees may use any accrued vacation leave or receive unpaid leave for jury duty service.



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.

OC 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.

E. Domestic Violence Victim Leave, Sexual Assault or Stalking

OC LAFCO will provide time off to an employee who has been the victim of domestic violence, sexual assault or stalking to seek any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his or her child. This includes time off for court proceedings, services from a domestic violence shelter, program or rape crisis center, counseling, medical attention, and participation in safety planning programs. OC LAFCO requires reasonable advance notice of the leave when feasible. If time off is taken due to an emergency, the employee must, within 15 days of the absence, provide OC LAFCO with certification of the need for the leave such as a police report, court order, documentation from a healthcare provider, victims advocate, or counselor.

Employees eligible for paid sick leave benefits under California law may take any such available paid time off, consistent with such law, for the purposes set forth in this policy. For more information, please see the Sick Leave policy. In the event paid sick leave benefits are not available, employees taking leave under this policy may elect to apply accrued and unused vacation to such time.

OC LAFCO prohibits discrimination, discharge, or retaliation against an employee for taking time off or requesting an accommodation under this policy or based on the employee's status as a victim of domestic violence, sexual assault, and/or stalking.

F. Crime Victims' Leave

OC LAFCO will provide time off to an employee to attend judicial proceedings related to a crime, if that employee is a victim of crime, an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim. OC LAFCO requires that, where feasible, in advance of taking leave, the employee provide it with a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice. If advance notice is not possible, the employee is required to provide OC LAFCO with a copy of the notice within a reasonable time.

No employee who is absent from work pursuant to this provision will be discharged or otherwise discriminated against in compensation or other terms, conditions or privileges of employment, because of such absence. Such leave is unpaid. Employees taking leave under this policy may elect to apply vacation time to such leave.

G. Leave for Organ and Bone Marrow Donation

OC LAFCO will grant an employee the following leaves of absence:

1. Bone Marrow Donation:

A paid leave of absence of up to five business days in any one-year period for the purpose of donating the employee's bone marrow to another person.

2. Organ Donation:

- a. A paid leave of absence of up to 30 business days in any one-year period for the purpose of the employee donating the employee's organ to another person.
- b. An additional unpaid leave of absence, not exceeding 30 business days in a one-year period, for the purpose of the employee donating the employee's organ to another person.

For leaves of absence under this policy that are paid, if an employee has earned and unused sick or vacation time is available, the employee is required to first use up to five days of such paid sick or vacation time for a bone marrow donation and up to two weeks of sick or vacation time for organ donation.

In order to receive a leave of absence pursuant to this policy, the employee must provide written verification to OC LAFCO that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

Any leave taken for the donation of an organ or bone marrow will not constitute a break in service for purposes of the employee's right to salary adjustments, sick leave, vacation, annual leave, or seniority. During any leave taken under this policy, OC LAFCO will maintain and pay for coverage under any group health plan, for the full duration of this leave.

Leave provided under this policy may be taken in one or more periods. Leave taken under this policy will not run concurrently with any leave taken pursuant to the federal Family and Medical Leave Act or the California Family Rights Act.

Upon expiration of a leave of absence authorized by this policy, OC LAFCO will restore the employee to the position held by the employee when the leave began or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment. OC LAFCO may decline to restore an employee because of reasons unrelated to the employee's exercise of rights under this policy.

#### H. 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, OC 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.

#### I. 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 serve is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable. Employees who have been employed for 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 OC 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.

CFRA permits employees to take up to 12 workweeks of unpaid protected leave during a 12-month period for a "qualifying exigency" related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child or parent in the U.S. armed forces. 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 Family and Medical Leave policy and provides a general notice of employee rights to this leave. Except as stated below, such rights and obligations for service member leave are governed by our existing Family Leave policy. Service member FMLA/CFRA runs concurrent with other leave entitlements provided under federal, state and local law. Service member FMLA provides eligible employees unpaid leave for anyone, or combination of the following reasons:

1. 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
2. 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 healthcare 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 OC 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.

#### J. Military Spouse Leave

Qualified California employees will be given up to 10 days leave during that time in which the employee’s spouse or domestic partner is on leave from deployment in a combat zone with the active duty or reserve military or national guard during a period of military conflict. Employees may use accrued vacation time to cover this absence. If the employee has no accrued vacation, the employee must request time off without

pay.

Qualifying employees are employees who work an average of 20 hours per week and have a spouse or domestic partner who is serving as (1) a member of the U.S. Armed Forces and who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States or (2) a member of the Armed Forces Reserve Components or the National Guard and has been deployed during a period of military conflict.

Qualifying employees who wish to request this leave must provide OC LAFCO with a written request for such leave within two business days of receiving official notice that the military spouse or domestic partner will be on leave from deployment. The employee must also provide written documentation to OC LAFCO certifying that the military member will be on military leave from deployment.

#### K. Workers' Compensation Leave

If an employee sustains a work-related injury, he or she will be eligible for a medical leave of absence for a 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 supervisors informed as to their work status and will need to provide a doctor's release before returning to work.

For more information on how to apply for or obtain workers' compensation information, an employee may contact the County of Orange, Risk Management Department at (714) 285-5511. Additional information may also be found at the following worker's compensation resources:

1. State of CA Department of Industrial Relations Website: <https://www.dir.ca.gov/dwc/fileclaim.htm>.
2. Facts for Injured Workers: <https://www.dir.ca.gov/dwc/InjuredWorker.htm>.

#### L. 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.

#### M. 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, the 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.

#### N. Literacy Education Leave

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

#### O. Kin Care Leave

Under California state law, employees who accrue sick leave are eligible for Kin Care Leave (KCL). An employee may use KCL for the following reasons:

1. Diagnosis, care, or treatment of an existing health condition of the employee, or preventive care for, an employee or an employee’s covered family member.
2. For obtaining relief if the employee is a victim of domestic violence, sexual assault, or stalking.
3. If the employee is a victim of domestic violence, sexual assault, or stalking, the employee may take time off to: obtain medical treatment, counseling or other victims’ services, obtain or attempt to obtain any relief to help ensure the health, safety, or welfare of the employee or the employee’s child, such as a temporary restraining order, restraining order, or other injunctive relief.

The number of days the employee can take off is calculated as an amount not less than the sick leave that would be accrued during 6 months of the employee's then-current rate of entitlement. Employees are able to use up to half of their sick leave for KCL. But, no more than one-half of the employee's annual accrued sick leave benefits can be counted as KCL. For a full-time career employee, for example, this would mean no more than 48 hours of sick leave can be counted as KCL.

To the extent possible, employees must provide reasonable advance notice of their need for leave under this policy. If the need for leave is not foreseeable, an employee must provide notice as soon as practicable.

For purposes of this policy, a family member means as a child (a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis), a parent (a biological, adoptive or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), a spouse or registered domestic partner, a grandparent, grandchild and sibling.

Please note, leave under this statute runs concurrently with paid sick leave and CFRA/FMLA leave.

#### P. Alcohol and Drug Rehabilitation Leave

Under California state law, employees who seek time off to voluntarily complete a rehabilitation program are eligible for this leave under this policy.

Employees may take reasonable unpaid leave as long as the leave does not cause OC LAFCO an undue hardship. This leave is unpaid but employees may choose to use available sick leave concurrently with rehabilitation leave.

### 3.24 FAMILY AND MEDICAL LEAVE

#### A. Overview

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

Note: Employers with at least 50 employees are required to comply with FMLA, whereas all public employers are required to comply with the CFRA. OC LAFCO does not meet the threshold for FMLA, but by policy provides leave pursuant to the FMLA.

## 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 OC 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. The birth or adoption of a child, or the placement of a child in foster care.
2. To care for the employee's child (including adult children over 18 years of age, stepchildren and children of a domestic partners), spouse, sibling, registered domestic partner, parent (including parent-in-law), grandchild, grandparent or designated person with a serious health condition. "Designated person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. OC LAFCO may limit an employee to one designated person per 12-month period for family care and medical leave.
3. A serious health condition that prevents the employee from performing an essential function of his/her job, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions; or
4. Military spousal, and military caregiver and exigency leave.

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. 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 OC LAFCO, and there is no requirement to hold the job available during the personal leave. OC LAFCO will, however, be governed by the Americans with Disabilities Act, the California Fair Employment and Housing Act, and Workers' Compensation regulations, if applicable.

#### E. 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 granted on any two occasions and will be subject to OC LAFCO approval for any additional requests based upon business needs.

Family and Medical Leave for the employee's own serious health condition, family care leave for the serious health condition of the employee's child (including adult child over 18 years of age), spouse, sibling, registered domestic partner, child of a registered domestic partner, parent, grandchild, grandparent or designated person 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 OC LAFCO's operations. Military exigencies' 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.

#### F. 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.

#### G. Impact on Benefits

Health insurance premiums that are normally paid by OC 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 unpaid leave, such payments will be deducted from the employee's pay through payroll deductions. Otherwise, the employee must make arrangements with OC LAFCO to pay for such premiums.

OC 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 30 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.

#### H. Pregnancy Disability

In addition to the pregnancy disability leave described in this handbook, an eligible pregnant California employee is entitled to up to 12 additional workweeks of CFRA Leave. The maximum time to be taken off is: four months pregnancy disability/FMLA (with a healthcare provider's certification) plus 12 workweeks CFRA.

#### I. 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 healthcare 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 OC LAFCO's operations.

#### J. Integration with Paid Leave

Leave provided under FMLA/CFRA is unpaid. However, at the option of OC 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 OC LAFCO's policy) may be substituted for any unpaid Family Medical Leave. This designation of Family and Medical Leave will be made by OC LAFCO at the time the employee requests the leave or when OC 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.

#### K. 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. OC 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. OC LAFCO will be governed by the Americans with Disabilities Act, the Fair Employment and Housing Act, CFRA/FMLA, 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 healthcare provider's release to work upon returning from leave.

### **PART 5 – CONDUCT AND PROBLEMS**

#### **3.25 SAFETY**

##### A. Overview

The intent of this policy is to outline safety expectations.

##### B. Policy

OC LAFCO is committed to providing a safe and healthy workplace. The safety of every employee is a fundamental consideration for OC LAFCO, and all reasonable precautions

will be taken to protect employees from injury. In order to promote safety in the workplace, OC LAFCO expects employees to conduct business and perform their duties in a safety-conscious manner at all times. All work areas must be kept clean, and free of clutter and debris. OC LAFCO also expects all employees to refrain from horseplay and careless behavior in the workplace. Any hazards or potentially dangerous conditions must be corrected promptly and/or reported to a supervisor.

Every employee of the OC LAFCO shall be required to observe all OC LAFCO and departmental health and safety procedures. At the close of each business day, employees must ensure that all equipment is put away. All stationery and miscellaneous supplies should be removed from tables, benches and furniture tops. Paperwork should not be left out overnight. Employees must not litter or discard items on the premises.

If an employee identifies a potentially unsafe condition or risk, the employee should immediately report the matter to their supervisor.

Under California law, in the event of an emergency condition, OC LAFCO will not take or threaten adverse action against any employee for refusing to report to, or leaving, a workplace because the employee has a “reasonable belief that the workplace is unsafe.” The law requires employees to, “when feasible,” notify employers in advance of the emergency condition that requires they either leave the workplace or refuse to report to work. If it’s not feasible, then the employee must notify the employer as soon as possible. “Emergency Condition” for purposes of this policy, is defined as conditions of disaster or extreme peril to the safety of persons or property at the workplace or worksite caused by natural forces or a criminal act. And, an order to evacuate a workplace, worksite, worker’s home, or the school of a worker’s child due to natural disaster or a criminal act.

“A reasonable belief” for purposes of this policy, is defined as the workplace or worksite is unsafe” means that a reasonable person, under the circumstances known to the employee at the time, would conclude there is a real danger of death or serious injury if that person enters or remains on the premises. The existence of any health and safety regulations specific to the emergency condition and an employer’s compliance or noncompliance with those regulations shall be a relevant factor if this information is known to the employee at the time of the emergency condition or the employee received training on the health and safety regulations mandated by law specific to the emergency condition.

If an employee is injured or becomes ill on the job as a result of performing job-related duties, the following steps will be taken.

- Notify their supervisor, manager or Chair immediately after an injury or symptoms of illness occur.
- Consult a physician within 24 hours after an industrial injury or illness, even if the injury or illness is considered minor. Delay or refusal to seek medical treatment can

result in physical as well as compensatory complications. Whenever possible, treatment should be received from an authorized treatment facility as directed to OC LAFCO.

- If the injury requires minor first aid care, there are first aid kits located in the office of Executive Officer and break room. All rules of reporting apply, even though injury is minor and requires only first aid treatment.
- In the event of a life-threatening injury, employees will be taken to the nearest local hospital. The employee or referring agent of OC LAFCO must inform the hospital staff that they are seeking treatment for an industrial injury.
- In the event of a temporary or permanent industrial disability, the employee is entitled to Workers' Compensation Insurance coverage and/or personal long-term disability benefits in accordance with state and federal laws.

**Off-Duty Social and Recreational Activities.** OC LAFCO may sponsor social or recreational activities for its citizens and employees, both on OC LAFCO property and off-site. Employee attendance at such social activities, however, is completely voluntary and is not work-related. Neither OC LAFCO nor its insurer will be liable for the payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social or athletic activity that is not part of the employee's work-related duties.

### 3.26 WORKPLACE VIOLENCE POLICY

OC LAFCO recognizes that workplace violence is a concern among employers and employees across the country. OC LAFCO is committed to providing a safe work environment that is free of violence and the threat of violence. OC 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 OC LAFCO's property or causing physical damage to the facilities, bring weapons or firearms of any kind onto OC LAFCO's premises, parking lots, or while conducting business, or any other behavior that suggests a propensity towards violence. OC LAFCO strictly prohibits employees, consultants, customers, visitors, or anyone else on OC LAFCO premises or engaging in an OC LAFCO-related activity from behaving in a violent or threatening manner. Moreover, OC LAFCO seeks to prevent workplace violence before it begins and reserves the right to address certain behaviors, even in the absence of violent behavior.

Employees may report all incidents of direct or indirect violence or dangerous behavior to the Executive Officer or Assistant Executive Officer 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 OC LAFCO employee that violates this policy will be subject to discipline, up to and including termination, as well as potential legal action.

OC LAFCO believes that prevention of workplace violence begins with recognition and awareness of potential early warning signs. Any such instances should be immediately reported to the Executive Officer or General Counsel.

Workplace violence is any act or threat of physical violence, harassment, intimidation, or other threatening disruptive behavior that occurs at the worksite, ranging from threats and verbal abuse to physical assaults and even homicide, that can affect and involve employees, clients, customers and visitors. If any employee observes or becomes aware of any workplace violence related actions or behavior by an employee, customer, consultant, visitor, or anyone else, he or she should notify the Executive Officer or Assistant Executive Officer or General Counsel immediately. Further, employees should notify the Executive Officer or Assistant Executive Officer or General Counsel if any restraining order is in effect, or if a potentially violent non-work-related situation exists that could result in violence in the workplace. General examples of prohibited conduct include, but are not limited to the following:

1. The actual or implied threat of harm to an individual, group of individuals, or relatives of those individuals, or the property of any of them, made in person, over the telephone, through the mail, by electronic communication, or by other means.
2. Fighting or challenging another individual to a fight.
3. Intimidation through direct or veiled verbal threats, or through physical threats, such as obscene gestures, grabbing, and pushing.
4. Making harassing or threatening telephone calls; sending harassing or threatening letters, emails, or other correspondence.
5. Intimidating or attempting to coerce an employee to do wrongful acts that would affect the business interests of OC LAFCO.
6. Harassing surveillance or stalking, which is engaging in a pattern of conduct with the intent to follow, alarm, or harass another individual, which presents a credible threat to the individual and causes the individual to fear for their safety, or the safety of their immediate family, as defined in Civil Code section 1708.7.
7. Making a suggestion or otherwise intimating that an act to injure persons or property is appropriate behavior.
8. The possession, on OC LAFCO leased or owned property or facilities, of

weapons of any kind (including toy or look-alike), unless specifically authorized by the Police Department or appointing authority, or the brandishing of any object in a threatening manner towards another.

9. Loud, disruptive or angry behavior or language which is clearly not part of the typical work environment.
10. Blatant or intentional disregard for the safety or well-being of others.
11. Willful destruction of OC LAFCO's or others personal property.
12. Commission of a violent felony or misdemeanor on OC LAFCO's property.
13. Any other act that a reasonable person would perceive as constituting an act or threat of violence.

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, OC LAFCO will inform the reporting individual of the results of the investigation. To the extent possible, OC LAFCO will maintain the confidentiality of the reporting employee and of the investigation. OC LAFCO may, however, need to disclose results in appropriate circumstances, for example, in order to protect individual safety. OC LAFCO will not tolerate retaliation against any employee who reports workplace violence.

If OC LAFCO determines that workplace violence in violation of this policy has occurred, OC LAFCO will take appropriate corrective action and will impose discipline on offending employees. The appropriate discipline will depend on the particular facts but may include written or oral warnings, probation, reassignment of responsibilities, suspension, or termination. If the violent behavior is that of a non-employee, OC LAFCO will take appropriate corrective action in an attempt to ensure that such behavior is not repeated.

Under certain circumstances, OC LAFCO may forego disciplinary action on the condition that the employee takes a medical leave of absence. In addition, OC LAFCO may request that the employee participate in counseling, either voluntarily or as a condition of continued employment.

**Immediate Danger:** Any employee, who is subjected to, witnesses, or has knowledge of actions that pose an immediate danger to himself/herself or others must report these acts to appropriate authorities immediately. When the incident constitutes an emergency, the employee should place themselves in a safe location, notify their supervisor and/or obtain police assistance by calling 911. Information provided to the emergency dispatcher should include details regarding the exact location and the nature of the incident and the persons and/or weapons involved.

After the incident has been reported to the police the employee should notify their supervisor. The supervisor shall be responsible for contacting the Executive Officer.

The primary objective in dealing with an incident in progress is to stabilize the situation, deescalate the potential for violence, and ensure that there is no harm to any person or property. Once the emergency has passed the supervisor shall be responsible for conducting a thorough investigation of the incident and reporting the findings to the Executive Officer. All employees are required to cooperate fully in any administrative or criminal investigation.

**Potential or Suspected Future Incidents:** When an employee becomes aware of a potential violation of this policy that does not pose an immediate threat of violence, the employee is responsible for notifying their supervisor. Even without an actual threat, employees should also report any behavior that they may regard as threatening or violent when the behavior is job-related or might be carried out within the OC LAFCO workplace. It will then become the responsibility of the supervisor to prepare a report for the Executive Officer. This report will be evaluated to determine whether there was a violation of the policy and what the appropriate management response should be.

Employees who have reason to believe they or any OC LAFCO employee may be the subject of a future violent act in the workplace or as a result of their OC LAFCO employment, should immediately notify their supervisor.

No employee who, acting in good faith, initiates a complaint or reports an incident under this policy will be subject to retaliation or harassment.

### 3.27 DRUG AND ALCOHOL POLICY

#### A. Overview

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

#### B. Policy

It is OC 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 OC LAFCO's premises or while conducting business-related activities off OC 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 of 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 OC 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 OC LAFCO's policies, rules and prohibitions relating to conduct in the workplace; and if granting the leave will not cause OC LAFCO any undue hardship. Please see OC LAFCO's Alcohol and Drug Rehab Leave Policy for more detail.

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

### **3.28 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 OC LAFCO. Moreover, OC 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. OC 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.

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

#### **A. Overview**

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

#### **B. Policy**

The use of any OC LAFCO-related equipment (computers, cell phones, iPads, projectors, or other office-related equipment) outside of the OC LAFCO offices must be approved by the Executive Officer. OC 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 an OC LAFCO employee, the OC LAFCO employee is responsible to reimburse OC LAFCO for the replacement cost of all lost or stolen items.

The care and safekeeping of an iPad provided to a Commissioner for OC 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 OC LAFCO for the replacement cost of the device.

### **3.30 PROBLEM RESOLUTION PROCEDURE**

#### **A. Overview**

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

#### **B. Policy**

OC LAFCO is committed to encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response. OC 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 concerns through the problem-resolution procedure. No one will be penalized, formally or informally, for voicing a complaint with OC 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 an employee believes it would be inappropriate to contact the person, employee may present problem to the Executive Officer.
2. The Assistant Executive Officer responds to the 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.

The Executive Officer reviews and considers the problem. The Executive Officer informs the employee of decision and forwards a copy of the written response to the employee's file. The Executive Officer has full authority to make any adjustment deemed appropriate to resolve the problem.

**Originally Adopted:** 1/8/2003

**Last Reviewed:** 03/13/2024

**Last Revised:** 03/13/2024