

## Appendix F Personnel P&P Guidelines

| <b>EMPLOYMENT POLICIES &amp; PROCEDURES</b><br>of the<br><b>EL DORADO LOCAL AGENCY FORMATION COMMISSION</b> |   |                               |                  |
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| <b>SUBJECT:</b>   | <b>Personnel Policy &amp; Procedure Guidelines of the Local Agency Formation Commission</b> |                               |                  |
| <b>Date Approved by the Commission:</b>   | June 25, 2008   | <b>Date of last Revision:</b> | January 24, 2018 |

### PART 1 – EMPLOYMENT

#### 1.1 EMPLOYEE ACKNOWLEDGMENT FORM

I have received and read a copy of the El Dorado LAFCO ("LAFCO") employee policy manual and understand all the policies, guidelines and procedures stated within. I understand that whenever the term "LAFCO" is used in these Personnel Policy & Procedure Guidelines, it shall mean the El Dorado Local Agency Formation Commission. The guideline manual describes important information about LAFCO, and I understand that I should consult the LAFCO Executive Officer regarding any questions I might have. I have entered into my employment relationship with LAFCO voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or LAFCO can terminate the relationship at will, with or without cause, at any time. Furthermore, I acknowledge that this manual is not a contract of employment.

Since the information, policies, and benefits described herein are necessarily subject to change, I acknowledge that revisions to the manual may occur, except to LAFCO's policy of employment-at-will. The at-will policy can be changed only in writing signed by the employee, the Executive Officer, and approved by the Commission. I understand that LAFCO reserves the right to modify, supplement or rescind any or all of its policies whenever it deems necessary or useful to do so, at any time with or without notice.

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EMPLOYEE'S NAME (printed)

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EMPLOYEE'S SIGNATURE

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DATE

## 1.2 PREAMBLE

- A. Whenever the term "LAFCO" is used in these P&P Guidelines, it shall mean "El Dorado LAFCO"

## 1.3 AT-WILL EMPLOYMENT

- A. Overview

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

- B. Policy

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

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

## 1.4 EQUAL EMPLOYMENT OPPORTUNITY POLICY

- A. Overview

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

- B. Policy

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

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

An employee who believes that he or she has been subjected to any form of unlawful discrimination should make a complaint, preferably written, to the Executive Officer. Complaints should be specific and should include the names of individuals involved and the names of any witnesses. LAFCO will immediately undertake an effective, thorough and objective investigation and attempt to resolve the situation. If LAFCO determines that unlawful discrimination has occurred, effective remedial action will be taken to deter 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.

## **1.5 DISABILITY ACCOMMODATION**

### **A. Overview**

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

### **B. Policy**

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

LAFCO is further committed to providing reasonable accommodation to the known physical or mental limitations of an otherwise qualified applicant or employee, unless doing so would result in an undue hardship. If you believe you are a qualified individual with a disability and that you need a reasonable accommodation in order to perform the essential functions of your job, please notify the Executive Officer. You may be required to provide medical certification regarding your disability and need for accommodation. All medical information is kept in a confidential, medical information file and shared only on a need-to-know basis. The accommodation process is interactive and allows the applicant or employee to identify possible accommodations. However, LAFCO will make the final decision as to what, if any, reasonable accommodation to provide.

## **1.6 POLICY AGAINST HARASSMENT**

### **A. Overview**

The intent of this policy is to establish the Policy Against Harassment for LAFCO and to provide a complaint resolution procedure.

B. Policy

LAFCO prohibits and will not tolerate harassment of employees, applicants, or persons providing services pursuant to a contract based on factors such as race, color, religion, national origin, ancestry, creed, citizenship, sex, gender, gender identity, gender expression, age, medical condition, genetic information, sexual orientation, marital status, pregnancy or related medical conditions, physical and mental disabilities, genetic characteristics, military or veteran status, or any other characteristic protected by applicable federal or state law. , This includes persons perceived to have any of these characteristics or associating with someone who has or is perceived to have any of these characteristics. LAFCO will also take all reasonable steps to prevent harassment based on protected status by third parties, such as customers, clients and suppliers. All such harassment is prohibited by LAFCO and is against the law.

C. Definition

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

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

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

D. Reporting and Complaint Procedure

An employee who believes that he or she has been subjected to any form of unlawful harassment should promptly make a complaint, preferably written, to the Executive Officer, or if it involves the Executive Officer, to the Chair of the Commission. Complaints should be specific and should include the names of individuals involved and the names of any witnesses. The Executive Officer, or, in the event the complaint is alleged against the Executive Officer, the LAFCO Chair and Vice-Chair shall immediately cause a thorough and objective investigation to be conducted. If LAFCO determines that unlawful harassment has occurred, effective remedial action will be taken commensurate with the severity of the offense, up to and including termination. Appropriate action will also be taken to deter any future unlawful harassment, discrimination or

retaliation. Upon completion of the investigation, the results (consisting of "merit" or "no merit") shall be given to the complainant.

E. Retaliation

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

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

## 1.7 PERFORMANCE MANAGEMENT

A. Overview

The intent of the performance review process is to maximize organizational productivity and individual potential within a position and within LAFCO.

B. Policy

A review and discussion of each employee's performance is conducted to enable the employee and the Executive Officer to discuss the employee's performance relative to his/her goals and objectives in addition to those of LAFCO. The discussion of job performance and goals on an informal, day-to-day basis is strongly encouraged. Additional formal performance evaluations are conducted at the discretion of the Executive Officer. 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 Executive Officer.

The performance of all employees is generally evaluated according to a one-year cycle, on or around the employee's anniversary date. However, the frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties or recurring performance problems. No merit increase shall be given absent a satisfactory performance evaluation.

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

Officer has the discretion to adjust any step increase based on the employee's performance (e.g. issue a half-step increase instead of a full step increase); however, no full step increase may occur within 12 months from the last raise.

LAFCO's provision of performance evaluations and merit step increases do not alter the at-will employment relationship.

## **1.8 PERSONNEL RECORDS**

### **A. Overview**

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

### **B. Policy – General Employees**

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

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 confidential information regarding current or former employees. Disclosure of confidential personnel information to outside sources will be limited to the extent allowed by law. However, LAFCO will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations, with validly issued subpoenas and as otherwise required by law or legal proceeding to be released.

## **1.9 RESIGNATION AND TERMINATION**

### **A. Overview**

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

### **B. Policy**

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

### **C. Voluntary Resignation**

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

An employee is also considered to have voluntarily terminated employment by failing to report to work for three (3) consecutive scheduled workdays without notice, or without prior approval by the Executive Officer.

D. Discharge

See Section 5.1.A

E. Exit Interview

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

F. At-Will Employee

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

G. 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 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.

## **1.10 OUTSIDE EMPLOYMENT**

No employee shall engage in any occupation or outside activity which is incompatible with LAFCO employment. Any employee who proposes to engage in an occupation or outside employment for compensation shall inform the Executive Officer in advance of the nature of such employment. The Executive Officer, after making a determination whether or not such employment is in conflict with LAFCO employment, will notify the employee of such determination.

## **PART 2 – SALARY AND WAGE ADMINISTRATION**

### **2.1 EMPLOYMENT CATEGORIES**

A. Overview

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

B. Policy

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

C. Exempt/Nonexempt

Each employee is designated as either Non-Exempt or Exempt from specific federal and state wage and hour laws, such as overtime compensation. An employee's Exempt or Non-Exempt classification may be changed only upon written notification by the Executive Officer.

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 a temporary status and who are regularly scheduled to work LAFCO's full-time schedule. Generally, they are eligible for LAFCO's benefit package, subject to the terms, conditions, and limitations of each benefit program. Employees must work at a minimum of 32 hours to be considered "regular full-time." Sick hours, vacation hours, and retirement credits are accrued on a pro-rated basis if an employee works a schedule of less than 40 hours.
2. Part-Time – Employees who are not assigned to a temporary status and who are regularly scheduled to work less than 32 hours per week. While they do receive all legally mandated benefits (such as workers' compensation insurance), they may be ineligible for some of LAFCO's other benefit programs. Part-time employees are eligible to accrue sick hours, vacation hours, and retirement credits on a pro-rated basis based upon the number of hours worked.
3. Temporary – 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. Temporary employees retain that status unless and until notified of a change in writing signed by the Executive Officer or designee. Temporary employees are ineligible for LAFCO's benefit programs, unless otherwise required by law.

## 2.2 PAY POLICIES

A. Overview

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



B. Payment of Wages

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

C. Pay Advances

LAFCO does not give advances against wages.

D. Corrections to Payroll

Errors arising from the payroll processing should immediately be brought to the attention of the Executive Officer, who will work with the payroll contact and the employee to correct any said error. Payment due to a correction will be processed in accordance with applicable federal and state laws.

E. Overtime Pay

When LAFCO's needs cannot be met during regular working hours, employees may be required to work overtime. All overtime work for Non-Exempt Employees must receive prior authorization of the Executive Officer. The Executive Officer has the discretion to adjust work schedules to avoid overtime pay if necessary. Overtime compensation is paid to all Non-Exempt employees in accordance with applicable wage and hour laws, based on actual hours worked over forty (40) hours per week. Overtime compensation will not be paid to Exempt Employees.

F. Work Hours

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

G. Time-Keeping

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

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

It is the employee's responsibility to sign their time records to certify the accuracy of time recorded. The Executive Officer will review and then sign the time record before submitting it for payroll processing.

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

H. Rest Periods

Employees are allowed to take one ten (10) minute break for every four (4) hours worked. Breaks are paid time and should be taken as close to the middle of the four (4) hour period as possible. Rest periods cannot be combined with lunch breaks or used to arrive late or leave early.

I. Lunch Break

The normal lunch break is at least 1/2 hour. During lunch breaks, employees are relieved of all duty. Staffing needs and operational demands may necessitate variation in starting and ending time.

### **PART 3 – BENEFITS**

#### **3.1 INSURANCE AND OTHER BENEFITS**

A. Overview

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

B. Health and Dental Insurance

LAFCO employees will receive health insurance and dental insurance in accordance with the following contribution rates: LAFCO shall be responsible for 80% of the health and dental insurance premium contribution rates and the employee shall be responsible for remaining 20% of the premium. A brochure setting forth coverage details will be made available to employees. Currently LAFCO purchases health and dental insurance through the County of El Dorado, and as such abides to any restrictions and benefits in its dental and health insurance plans. For employees hired on or after January 1, 2014, only Regular Full-time employees are eligible for health and dental insurance (i.e. employees who work a minimum of 32 hours per week).

C. Retirement Benefits

LAFCO provides, through the California Public Employees Retirement System (CalPERS), a retirement plan for eligible employees. Existing employees hired before January 1, 2009, shall continue receiving all CalPERS benefits and allocation contributions they were receiving as of December 31, 2008. Employees hired on or after January 1, 2009, shall pay the full employee share of PERS contribution, which is currently 7.0%. Employees hired on or after January 1, 2013, are subject to the Public Employees' Pension Reform Act (PEPRA). The Commission will review and establish the benefits annually at its discretion. A Benefits Summary Chart will be prepared annually setting forth these benefits and provided to all LAFCO employees.

D. In Lieu of Medical Coverage

Eligible regular full-time LAFCO employees who waive coverage under the LAFCO health and dental insurance programs are eligible to receive a stipend

of \$4,500, prorated over 26 pay periods, to help offset out-of-pocket medical expenses. Regular part-time employees are also eligible for this benefit on the following pro-rated basis: 70% of the stipend if their regular schedule is 20 hours or more but less than 32 hours a week; 40% of the stipend if their regular schedule is less than 20 hours a week. For employees hired on or after January 1, 2014, only Regular Full-time employees are eligible for the stipend.

### 3.2 TUITION REIMBURSEMENT

#### A. Overview

LAFCO encourages and supports efforts by its employees to improve their skills and educate themselves for advancement. LAFCO believes that assisting the employee in the pursuit of an educational agenda or to otherwise expand their work-related knowledge base will benefit both the employee and LAFCO. This policy shall apply only to courses requested by the employee in accordance with the criteria set forth below and submitted on a form to be provided by LAFCO.

#### B. Requirements for Partial Reimbursement of Tuition:

1. The requesting employee must be and have been in a regular full-time position with LAFCO for at least two (2) years prior to the start of the course in question.
2. The subject matter of the course must be directly related to the employee's present position or to a position within LAFCO.
3. The employee's attendance at the course will not interfere with his/her normal duties, responsibilities or work hours.
4. The employee agrees in writing to repay LAFCO, upon separation of employment, any tuition reimbursement received from LAFCO within a twelve (12) month period prior to his/her termination.
5. Requests for reimbursement shall be submitted to the Executive Officer and approved prior to the commencement of the course in question.

#### C. Limitations

1. In order for requests to be granted, funds for tuition reimbursement must be available for that purpose in the LAFCO budget.
2. Reimbursement shall be available at the rate of fifty percent (50%) of actual costs of the tuition fee (does not include books, documents, other materials, mileage, travel costs, or other incidental expenses incurred by the employee).
3. LAFCO may limit its reimbursement to the actual amount not reimbursed to the employee by some other source if such amount is less than fifty percent (50%) of the tuition fee.

- d. Nothing shall prohibit LAFCO from placing a reasonable dollar limit on tuition reimbursement which may be received by an employee in one fiscal year.
- e. To be eligible for reimbursement, the employee must present satisfactory proof of a final grade of "C" or better for the approved course and of the amount of tuition paid by the employee.

## **PART 4 – TIME OFF**

### **4.1 SICK LEAVE BENEFITS**

#### **A. Overview**

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

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

#### **B. Accrual**

All employees shall accumulate sick leave at the rate of .04625 per hour on a pay status, calculated on the basis of actual service (3.7 hours earned per full pay period paid). There is no maximum accumulation. The accumulation rate for sick leave is based upon regular hours worked, not overtime hours.

#### **C. Eligibility**

Regular Employees: New regular employees are eligible to use sick leave with pay after completion of two (2) full pay periods of continuous service with LAFCO.

Temporary employees: Temporary employees are eligible to earn sick leave after thirty (30) days. Temporary employees can use sick leave after completing ninety (90) days of employment.

#### **D. Verification**

Employees are required to notify their supervisor as soon as possible of their absence due to illness or injury. LAFCO may require an employee upon returning after an absence due to illness or injury, to fill out a sick leave request form or record of sick leave use. LAFCO may require a physician's statement or acceptable substitute from an employee who applies for sick leave, or make whatever reasonable investigation into the circumstances that appear warranted before taking action on the sick leave request.

#### **E. Use of Sick Leave**

Sick leave may be applied to the following circumstances:

1. An absence necessitated by an employee's personal illness or injury.

2. Medical and dental office appointments.
3. Diagnosis, care, or treatment of an existing health condition of or preventive care for an employee or an employee's family member.
4. 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. For purposes of this policy, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, grandparent, spouse, child, domestic partner or legal guardian. All conditions and restrictions placed on an employee's use of sick leave apply also to sick leave used for care of a family member.
5. An absence to attend legal proceedings, or to obtain medical treatment, counseling, or other victims' services for domestic violence, sexual assault, or stalking.
6. Illnesses while on paid vacation will be charged to sick leave rather than vacation only under the following conditions:
  - a. The illness or injury of the employee or member of the employee's immediate family was of a nature that would preclude the effective use of vacation and would prevent the employee from performing his or her normal duties.
  - b. The employee must notify the Executive Officer within four (4) calendar days of the beginning of the illness or prior to the end of his or her vacation leave, whichever is sooner, to request that his or her illness on vacation be charged to sick leave.
  - c. LAFCO shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.
  - d. Upon the employee's return to work, the employee must furnish LAFCO with a certificate signed by a licensed physician or registered nurse stating the nature of the medical condition and the period of disablement.
7. 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. Nothing in this policy allows the employee to use sick leave for a "personal emergency" that does not otherwise qualify based on the permissible uses set forth above.
8. An absence due to an air pollution alert, which prevents the employee from traveling to his or her work location.

In any use of sick leave, an employee's account (whether exempt or non-exempt) shall be charged to the nearest quarter hour for a non-exempt employee, while exempt employees will be charged only for full-day absences.

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

F. Payment for Unused Sick Leave

1. In order to receive payment for unused sick leave at the time of retirement, layoff, or voluntary termination, a LAFCO employee must have five or more years of LAFCO service.
  - a. Employees with Over 5 years of service:  
Shall receive 20% of their unused sick leave paid.
  - b. Employees with Over 10 years of service:  
Shall receive 40% of their unused sick leave paid.
  - c. Employees with Over 15 years of service:  
Shall receive 70% of their unused sick leave paid.
  - d. Employees with Over 20 years of service:  
Shall receive 100% of their unused sick leave paid.
  - e. In the event an employee dies while in active service with LAFCO their sick leave payoff will be made in accord with the above schedule and the limitation of this Section and will paid in the same manner as the final check.
2. Maximum number of hours paid shall not exceed 500. Employee's last hourly rate of pay shall be used in computing payment.

G. Retirees Conversion of Sick Leave to Health Insurance Premium

An employee who is retiring under the PERS system may, at his/her option, in lieu of Section F ("Payment for Unused Sick Leave" as listed above) can receive the equivalent value of that benefit in paid health plan premiums. Employees shall be responsible for whatever taxes as are appropriate for this benefit and LAFCO shall report the full amount as earnings for tax purposes at the time of retirement

H. Use of Sick Leave During Training Sessions and Other Off-Site Events

Training sessions, conferences, and other required LAFCO events that an employee attends for more than 6 hours in a given work day shall be treated as a full 8-hour day. However, if an employee is unable to attend all or a portion of the training or event due to illness or other incapacity, the employee must report to the Executive Officer the number of hours the employee missed due to illness so that the appropriate amount of time is deducted from the employee's sick leave.

**4.2 VACATION**

A. Overview

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

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

B. Policy

Regular full-time employees will accrue vacation according to continuous years of service in accordance with the following schedule:

| Years of Employment    | Vacation Days Per Year   | Maximum Accumulation |
|------------------------|--|----------------------|
| Under 4 years          | .03875 per hour on pay status (3.1 hours earned per full pay period) | 240 hours            |
| Between 4 and 11 years | .05875 per hour on pay status (4.7 hours earned per full pay period) | 320 hours            |
| Over 11 years          | .0775 per hour on pay stats (6.2 hours earned per full pay period)   | 320 hours            |

Regular part-time employees with continuous service working 20 hours or more per week will accrue vacation in accordance with the above chart, 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 an unpaid leave of absence. Temporary employees do not accrue paid vacation.

In order to request vacation time, employees should submit a written request on a form provided by LAFCO to the Executive Officer. Every effort will be made to accommodate all employees' requests for specific vacation leave time. However, the Executive Officer will also consider the needs of LAFCO when evaluating vacation requests.

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

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

### 4.3 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 following holidays:

1. January 1 - New Year's Day
2. January (Third Monday) - Martin Luther King Jr.'s Birthday
3. February (Third Monday) - Washington's Birthday
4. May (Last Monday) - Memorial Day
5. July 4 - Independence Day
6. September (First Monday) - Labor Day
7. November - Veteran's Day
8. November - Thanksgiving Day
9. November - Friday after Thanksgiving
10. December 24 - Christmas Eve
11. December 25 - Christmas Day

If a holiday falls on a Sunday, the following Monday shall be observed as the holiday in lieu thereof. If a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday in lieu thereof. In years in which December 24th falls on a Sunday, LAFCO shall also observe December 26th as a holiday (Tuesday). In years in which December 25th falls on a Saturday, LAFCO shall also observe December 23 as a holiday (Thursday).

Holiday dates will vary year to year and a schedule will be published each year.

#### C. Floating Holidays (In Lieu of Lincoln's Birthday and Columbus Day)

Regular employees shall be granted up to sixteen (16) hours of floating holiday time. This time will be credited in pay period (01) of each year. Newly hired regular employees (hired after pay period 01 but before pay period (13) shall be entitled to eight (8) hours of floating holiday time in their first year of employment. This time will be credited in pay period (13) of the new employee's first year. In pay period (01), all current employees will be granted however many floating holiday hours are needed for their bank of floating holiday hours equals sixteen (16) hours (for example, if an employee has 4 hours of floating holiday time remaining at the end of one calendar year, that employee will be granted 12 hours of floating holiday time in the first pay period of the new calendar year). Regular part-time employees with continuous service working 20 hours or more per week will be granted floating holiday time on a pro-rated basis determined by normal hours worked. Floating holidays shall be taken at a time agreeable to both the employee and the appointing authority. Part-time employees shall receive this holiday time on a prorated basis. Lincoln's



Birthday and Columbus Day will not be considered holidays for payroll purposes. Floating holiday time should be used by the last day in pay period (26).

#### 4.4 PREGNANCY LEAVE

##### A. Eligibility

In accordance with applicable law and this policy, female employees are eligible for a leave of absence and/or transfer on account of pregnancy or related medical conditions, regardless of length of service with LAFCO.

##### B. Pregnancy Disability Leave

1. A woman is "disabled by pregnancy" if, in the opinion of her health care provider, she is unable to work at all or is unable to perform one or more of the essential functions of her job or to perform these without undue risk to herself, to the successful completion of her pregnancy, or to other persons.
2. Pregnancy disability leave is for any period(s) of actual disability caused by pregnancy, childbirth, or related medical conditions. Where medically advisable, pregnancy disability leave may be taken for a reasonable period of time, up to seventeen and one-third weeks per pregnancy. 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/Transfer and Other Reasonable Accommodation Requests

1. Pregnant employees should notify the Executive Officer as soon as possible regarding their intent/need to take a leave of absence or to transfer due to pregnancy, childbirth, or related medical conditions. Such notice should specify the anticipated timing and duration of the leave or transfer.
2. Where the need for a leave of absence or transfer is foreseeable, employees must provide such notice at least 30 days prior to the date the leave or transfer is to begin. Further, employees must consult with the Executive Officer regarding the scheduling of any planned medical treatment or supervision so as to minimize any disruption to LAFCO's operations. (Actual scheduling of the leave/transfer is subject to the approval of the employee's health care provider.)
3. Where 30 days advance notice is not possible, notice must be given as soon as possible. However, LAFCO will not deny a pregnancy disability leave or transfer where the need for leave is an emergency or was otherwise unforeseeable.

4. LAFCO shall respond to the leave or transfer request as soon as practicable and, in any event, no later than 10 calendar days after receiving the request. LAFCO shall attempt to respond to the leave request before the date the leave is due to begin. Once given, approval shall be deemed retroactive to the date of the first day of the leave.
5. Reasonable accommodation other than leave or transfer will be granted upon request. Such requests must be supported by a written certification from the employee's health care provider.

D. 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.

E. Temporary Transfers

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

F. Certifications

1. As a condition of taking a Pregnancy Disability Leave or transfer, the employee must provide medical certification from her health care provider that she is disabled due to pregnancy, childbirth or related medical conditions and/or that a transfer to an alternative position is medically advisable.
2. The medical certification should include:
  - a. The date on which the employee become 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.

G. Recertification

Recertification may be required where additional time is requested or where the requested accommodation changes.

H. Pay During Leave

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

I. Reinstatement

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

reinstatement to a comparable position may be denied if there is no comparable position open on the employee's scheduled date of reinstatement or within 60 calendar days thereafter.

4. In the event that the employee takes family and medical leave under the California Family Rights Act ("CFRA") following her pregnancy disability leave for the birth of her child, the employee's right to reinstatement shall be governed by the CFRA and LAFCO's Family and Medical Leave Policy rather than these provisions.

L. 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.

M. Federal Family and Medical Leave

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

N. Group Health Insurance

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

1. In the event that the employee fails to return from leave, LAFCO may recover premiums it paid to maintain group health insurance coverage. (For details, see LAFCO's Family and Medical Leave Policy.)
2. If the employee is not eligible for continued paid coverage or if 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.

O. California Family and Medical Leave ("CFRA")

The right to take a Pregnancy Disability Leave is separate and distinct from the right to take Family and Medical Leave under the CFRA. Thus, at the end of the employee's period(s) of pregnancy disability, or at the end of four months pregnancy disability leave, whichever occurs first, an eligible employee may

request to take up to 12 workweeks of CFRA leave in accordance with LAFCO's family and medical leave policy.

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

#### **4.5 OTHER TIME OFF**

##### **A. Overview**

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

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

In the event of a death in the immediate family, up to 3 consecutive days of paid bereavement leave will be provided to all regular full-time and regular part-time employees of LAFCO.

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

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may also, with the approval of the Executive Officer, use any available paid vacation 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.

Vacation Leave and Sick Leave time shall not be accrued during the time an employee is on Bereavement Leave.

C. Jury Duty and Other Court-Related Leaves

LAFCO encourages employees to fulfill their civic responsibilities by serving jury duty or appearing in court as a witness when required. LAFCO provides up to 30 days of paid time off for jury duty service. For service longer than 30 days, employees will receive unpaid leave if business permits. If desired, employees may use any accrued vacation.

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

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

If an employee or the employee's immediate family member is the victim of a crime, the employee may also take unpaid time off to attend judicial proceedings related to that crime, or appear in court as a witness to comply with a subpoena or other court order. The employee must provide advance notice, if possible, along with a copy of the subpoena, court order, and notice of each scheduled proceeding given to victims. When advance notice is not feasible, within a reasonable time after the absence, the employee must provide evidence documenting the judicial proceeding from (1) the court or government agency setting the hearing; (2) the district attorney or prosecuting attorney's office; or (3) the victim/witness office that is advocating on behalf of the victim.

An employee may use accrued vacation time to provide pay during this period of leave.

D. Domestic Violence Victim Leave

Employees who are victims of domestic violence may take unpaid time-off to appear in court to attempt to obtain relief for themselves or their child. In addition, they may take unpaid time-off to seek medical attention, obtain services from a domestic violence program, obtain psychological counseling, or participate in safety planning. If desired, employees may use any accrued vacation or sick leave or floating holiday for these purposes. Reasonable notice must be given to the Executive Officer before appearing in court.

E. Time Off to Vote

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

Employees requiring time off to vote should make their requests at least two working days prior to the Election Day. Advance notice is required so that the

necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule. Employees must submit a voter's receipt on the first working day following the election to qualify for paid time off.

F. Military Leave

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

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

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

G. Workers' Compensation Leave

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

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.

H. Volunteer Emergency Leave and Training

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

I. Time Off for Parents to Attend School Activity

Employees who are parents of one or more children in kindergarten, or in grades 1 through 12, may take time off of up to forty (40) hours per school year to attend authorized school activities which involve one or more of the employee's school age children. To be eligible for parental time off, the

employee must obtain from the school, written verification that he or she attended or participated in the school activity. Parental time off may not exceed eight hours in any calendar month.

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

J. Alcohol and Drug Rehab Leave

LAFCO will reasonably accommodate employees who wish to voluntarily enter and participate in an alcohol or drug rehabilitation program provided that the accommodation does not impose an undue hardship on LAFCO. LAFCO does not provide paid time off for participation in an alcohol or drug rehabilitation program though employees can use accrued vacation during any approved leave of absence.

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

#### 4.6 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 the California Family Rights Act (CFRA).

Note: Employers with at least fifty (50) employees are required to comply with FMLA/CFRA. Because LAFCO employs fewer than 50 employees, LAFCO employees are not entitled to take leave under the federal or state family leave laws, other than for Pregnancy Disability Leave. However, LAFCO has implemented the following Family and Medical Leave policy which incorporates select provisions of the FMLA/CFRA provisions.

B. Eligibility

Regular full-time and regular part-time employees are eligible to request unpaid Family Medical Leave provided they meet all of the following requirements:

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

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



C. Reasons for Leave

Leave may be requested for any of the following reasons:

1. Birth, adoption, or foster care placement of a child.
2. Serious health condition of an employee's spouse, child, or parent (not parent in-law).
3. Serious health condition of the employee which makes them unable to perform their job.

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

D. Limitations

The following limitations apply to Family Medical Leave:

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

E. Length of Leave

The length of Family Medical Leave is up to twelve workweeks within a twelve-month period (exception for Pregnancy Disability Leave - see policy). 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, he/she may request a personal leave without pay. Such leave is granted at the discretion of LAFCO, and there is no requirement to hold the job available during the personal leave. LAFCO will, however, be governed by the Americans with Disabilities Act, the California Fair Employment and Housing Act, and Worker's Compensation regulations, if applicable.

F. Intermittent or Reduced Scheduled Leave

Family Leave taken for the purpose of birth or placement of a child will generally be granted in minimum amounts of two weeks. However, an employee may

request smaller increments of leave time on two instances which will be subject to approval based upon business requirements.

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

G. Temporary Alternative Positions

An employee may be placed in a temporary alternative position if he/she requests 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. The employee may also be transferred to a part-time job with the same hourly rate of pay and benefits. Group health insurance will be maintained for the equivalent of twelve workweeks.

H. Impact on Benefits

Health insurance premiums that are normally paid by LAFCO will continue to be paid during Family Medical Leave for a maximum of twelve workweeks in a twelve-month period (unless otherwise required for employee who have taken Pregnancy Disability Leave).

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 Medical Leave of thirty days or less, reviews relating to salary and performance will continue as usual. A salary action which would have ordinarily taken place during the time of the leave will become effective upon the employees return to work. For Family Medical Leave of over thirty days, Salary and Performance Reviews will be extended equal to the length of the leave.

I. Pregnancy Disability

In addition to the Pregnancy Disability Leave described in this handbook, a pregnant California employee is entitled to up to twelve additional workweeks of Family Medical Leave (provided the employee meets the eligibility requirements). The maximum time to be taken off is seven months: up to 17 1/3 weeks Pregnancy Disability (with a health care provider's certification) plus twelve workweeks Family and Medical Leave for additional period of disability and/or baby bonding time.

J. Requesting a Leave

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

For all requests, information and a schedule must be provided. Forms for requesting Family Medical Leave are available.

Employees are requested to give as much advance notice as possible. Thirty (30) days is considered a minimum. In cases of emergency, employees are expected to give as much notice as possible under the circumstances. If the leave schedule is flexible, employees are required to try to schedule the leave so as not to unduly disrupt LAFCO's operations.

K. Integration with Paid Leave

Family Medical Leave is unpaid. However, at the option of LAFCO or the employee, accrued vacation (or, sick leave where the leave is required due to the employee's serious health condition) may be substituted for any unpaid Family Medical Leave. This designation of Family Medical Leave will be made by LAFCO at the time the employee requests the leave or when LAFCO determines that the leave qualifies as Family Medical Leave based on the information provided. In either case, the total of paid and unpaid leave provided is limited to twelve (12) workweeks.

L. Upon Return from Leave

Employees timely returning from a leave covered under this policy are entitled to reinstatement to the same or equivalent position consistent with applicable law. An employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave.

LAFCO will comply with all applicable laws pertaining to reinstatement of employees including, where required, the reasonable accommodation of employees who have been on an approved leave. LAFCO will be governed by the Americans with Disabilities Act, the California Fair Employment and Housing Act and/or Workers' Compensation regulations where applicable. Family Medical Leave will not result in the loss of any employment benefit that was earned or entitled to before use of Family Medical Leave.

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

If an employee fails to return to work immediately after the period of approved leave expires (without notification) the employee will be considered to have voluntarily resigned from LAFCO.

In the case of an employee who fails to return to work after the end of a Family Medical Leave (except for a number of circumstances beyond the employee's control), LAFCO may opt to recover any money paid for health insurance during the unpaid leave.

M. Return to Work "Key Employee"

LAFCO cannot guarantee reinstatement to an employee's former or equivalent job if the employee taking Family and Medical Leave is a salaried employee and among the highest paid ten percent of all employees within a 75-mile radius (a "key employee") and reinstatement would cause substantial and grievous

economic injury. Employees will be notified if this key employee provision applies to them.

## **PART 5 – CONDUCT AND PROBLEMS**

### **5.1 EMPLOYEE CODE OF CONDUCT**

#### **A. Overview**

In order to assist in fostering the desired goals of LAFCO, employees, together with the local community, have a right to expect the business of LAFCO to be conducted with efficiency, fairness, impartiality and integrity.

Employment at LAFCO carries with it an obligation to the public interest. It requires standards of professional behavior from employees that promote and maintain public confidence and trust.

Although no one set of rules can answer all ethical questions, this Code of Conduct provides LAFCO with an ethical framework for the decision, actions and behavior of its employees. In this regard, it explains the principles covering appropriate conduct in a variety of contexts and outlines the minimum standard of behavior expected of LAFCO employees. LAFCO employees are expected to comply with this policy, LAFCO's Policies and Guidelines, as well as all other state and Federal laws regarding employment by public agencies including, but not limited to, conflict of interest laws, use of public property regulations, and discrimination and harassment laws.

The violation of the policies and procedures of LAFCO or any other illegal acts may result in disciplinary action up to and including termination. Disciplinary actions may include verbal and written warnings, suspension, probationary periods and termination of employment, depending on the conduct involved. Nothing in this policy changes the At-Will Employment policy of LAFCO. 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.

#### **B. General Principles**

The public is entitled to expect the business of LAFCO to be conducted with efficiency, economy, fairness, impartiality and integrity. To meet that expectation, LAFCO employees must abide with the following principles when doing their work:

##### **1. Responsibility of LAFCO Employees**

Employees are to implement the policies and decisions of LAFCO in a fair and impartial manner. Employees must comply with relevant state and Federal law.

##### **2. Respect for People**

Employees are to treat their colleagues and members of the public fairly and consistently, in a non-discriminatory manner with proper regard for

their rights and obligations. In this regard, employees shall perform their duties in a professional and responsible manner.

They shall ensure that their decisions and actions are reasonable, fair and appropriate to the circumstance, based on consideration of all the relevant facts and supported by adequate documentation.

3. Integrity and Public Interest

Employees are to promote confidence in the integrity of LAFCO and always act in the public interest and not in their private interest.

4. Responsible Service

Employees are to provide relevant and responsible service to the public and other employees, providing necessary and appropriate assistance.

They should provide information promptly and in an appropriate format that is easy for the recipient to understand. The information should be clear, accurate and complete.

5. Economy and Efficiency

Employees should keep up to date with advances and changes in their area of expertise and look for ways to improve performance and achieve high standards of work.

They shall use their authority, available resources and information only for the work-related purpose intended.

C. Guide to Ethical Decision Making

To assist in fostering a climate of ethical awareness, conduct and decision making at LAFCO, employees may find it useful to refer to or consider, either by themselves or in conjunction with their peers, supervisor or Executive Officer the following five points:

1. Is the decision or conduct lawful?
2. Is the decision or conduct consistent with the LAFCO Administrative Code and LAFCO's goals and Code of Conduct?
3. What will the outcome be for the employee, other employees, LAFCO, and others?
4. Do these outcomes raise a conflict of interest or lead to private gain at LAFCO's expense?
5. Can the decision or conduct be justified in terms of public interest and would it withstand public scrutiny?

D. Acceptance of Gifts or Benefits

In addition to requirements set forth in the Political Reform Act, as enforced by the Fair Political Practices Commission, employees should not accept gifts or benefits that are intended to, likely to, or be perceived to cause employees to act in a partial manner in the course of their duties.

E. Fairness and Equity

Issues or cases being considered by employees should be dealt with consistently, promptly and fairly. This involves dealing with matters in accordance with approved LAFCO procedures, in a non-discriminatory manner.

When using any discretionary powers, employees should ensure that they take all relevant facts into consideration, have regard to particular merits of each case, and do not take irrelevant matters or circumstances into consideration.

## 5.2 COMPUTER and EMAIL USAGE

A. Overview

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

B. Policy

Computers, computer files, the email system, and software furnished to employees are LAFCO property intended for business use. Employees should not use a password, access a file, or retrieve any stored communication without authorization. Employees cannot expect privacy rights to extend to any use of LAFCO-owned technology resources, equipment or supplies. This includes any documents or materials stored in or accessed by these systems. LAFCO reserves the right to access all LAFCO-owned technology resources, equipment, supplies or systems and to inspect and monitor use of these technology resources at any time.

LAFCO's electronic systems and the contents thereof are the sole property of LAFCO and therefore not considered personal. Communications sent over the System is subject to monitoring by LAFCO and may be subject to disclosure under the Public Records Act or litigation. Communications transmitted over the System should be restricted to business activities of LAFCO or communications that contain information related to the accomplishment of LAFCO business, administration or practices.

LAFCO strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, LAFCO prohibits the use of computers and the email system in ways that are disruptive, offensive to others, or harmful to morale.

For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

Email may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters. Internet access is for business and related professional use.

LAFCO purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, LAFCO does not have the right to reproduce such software for use on more than one computer.

Employees may only use software on local area networks or on multiple machines according to the software license agreement. LAFCO prohibits the illegal duplication of software and its related documentation.

Employees should notify the Executive Officer upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

LAFCO-owned computers, with the exception of laptops designated for remote use, shall not be removed from the premises. Use of the LAFCO laptops, projector or any other equipment must be authorized in advance by the Executive Officer.

Employees are prohibited from loading any software, data or information from outside sources onto LAFCO computers or networks without prior authorization. All loading of outside software, data or information on LAFCO's computers or network shall be completed by authorized persons only.

### **5.3 SAFETY**

#### **A. Overview**

The intent of this policy is to outline safety expectations.

#### **B. Policy**

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

In case of an accident involving a personal injury, regardless of how serious, employees should notify the Executive Officer 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.

### **5.4 DRUG AND ALCOHOL POLICY**

#### **A. Overview**

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

B. Policy

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

While on LAFCO's premises and while conducting business-related activities off LAFCO's premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs (whether the drug is considered illegal under federal or state law). Because marijuana is still defined as illegal under federal law, the employment policy treats it as such. 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. The reasonable use of alcohol may be allowed during work-related meetings and conferences conducted outside of working hours if alcohol is being served at such function.

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 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. Leave may be granted if the employee agrees to abstain from use of the problem substance; abides by all LAFCO's policies, rules, and prohibitions relating to conduct in the workplace; and if granting the leave will not cause LAFCO any undue hardship.

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

## 5.5 PROBLEM RESOLUTION PROCEDURE

A. Overview

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

B. Policy

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



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

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

1. Employee presents problem to the Executive Officer within five (5) working days of the incident or occurrence giving rise to the complaint.
2. The Executive Officer will review and/or investigate the complaint and provide an answer in writing within thirty (30) days of the referral of the complaint to him or her, or as promptly as possible if a written answer cannot be provided within that thirty (30) day period.
3. The Executive Officer has full authority to make any adjustment deemed appropriate to resolve the problem. Complaints which involve the Executive Officer or cannot be resolved by the Executive Officer can be filed with the Chair of the Commission.

Nothing in this "Problem Resolution Procedure" changes the At-Will Employment policy of LAFCO.

## **5.6 Dress Code**

### **A. Overview**

It is the intent of this policy to establish an Employee Dress Code.

### **B. Policy:**

In the interests of presenting a professional image to the public, LAFCO requires that all employees observe good habits of grooming and personal hygiene. Please dress conservatively and professionally in an appropriate manner for a business office. Fridays are declared to be casual dress days. On these days, jeans and a more casual approach to dressing is allowed.

## **5.7 Employment of Relatives (NEPOTISM)**

### **A. Overview:**

It is the intent of this policy to establish LAFCO's policy regarding Nepotism to avoid creating situations such as conflict of interest or favoritism.

### **B: Policy:**

It is the policy of LAFCO not to discriminate in its employment practices. Notwithstanding these provisions, LAFCO shall not place a relative under the direct supervision of a related employee or to place him or her in the same department or facility where such a situation has the potential for creating

an adverse effect on supervision, safety, security. LAFCO reserves the right to apply this policy to other relationships that create a conflict of interest or have an adverse effect on supervision, safety or security. For the purposes of this policy relative is defined as an employee's parent, child, spouse or registered domestic partner, brother, sister, in-laws, and step relationships.