



# EMPLOYEE HANDBOOK

A CONDENSED GUIDE TO LAFCO'S "PERSONNEL POLICIES" ADOPTED ON JANUARY 23, 2014

> Pending Approval by the Commission on March 27, 2014

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This employee handbook contains information about employment policies and procedures of the LAFCO in effect at the time of publication. All previously issued handbooks and any inconsistent policy statements or memoranda are superseded. The LAFCO reserves the right to revise, modify, delete or add to any and all policies, procedures, work rules or benefits stated in this handbook or in any other document. All such revisions must be signed by the Executive Officer. No oral statements or representations can change or alter the provisions of this handbook. This handbook is intended for guideline purposes. In the event any provision of this handbook needs clarification, or in the event of an inadvertent typographical error, please contact the Executive Officer.

This handbook is to be used by employees of the LAFCO as a ready reference and as a summary of the LAFCO's personnel policies, work rules and benefits. It is designed to provide a quick overview for LAFCO employees. Please understand that this handbook cannot anticipate every situation or answer every question about employment with the LAFCO. It is neither an employment contract nor a legal document. If you have any questions about this handbook or any other policy or procedure, or if you require further information, please contact the Executive Officer.

# 2. OUR LAFCO GOVERNMENT

The governing body of the LAFCO is the Commission, comprised of five members. The Commission consists of five members as follows: two (2) County Supervisors, two (2) City Council members, one(1) Public member; each category has one (1) alternate.

#### 3. HUMAN RESOUR CES AND RISK MANAGEMENT DEPAR TMENT

The LAFCO's Human Resources program is administered by the Executive Officer.

# 4. DRESS CODE

Although there is no official LAFCO dress code, appropriate business attire is required. Employees are expected to wear clothing appropriate to their job. Employees should be well groomed and adhere to reasonable standards of personal hygiene. Clothing should be clean and in good repair, reflecting professionalism and recognition of the workplace environment. It is also important that appearance, clothing and/or shoes not constitute a safety hazard. If it is determined that an employee is inappropriately dressed for work, the employee may be sent home to change clothes on a leave without pay basis.

# 5. YOUR EXECUTIVE OFFICER

The most important person you will meet during your first few days on the job will be your Executive Officer. Establishing a good relationship with your supervisor at the very beginning will assist you in getting off to a good start in your new job. Your supervisor will provide training and orientation for your new job. Your supervisor is responsible for getting the job done, seeing that the proper equipment or supplies are used, and assuring that the working area is clean, orderly and safe. Your supervisor is your best resource when you have questions about your job or working conditions.

#### 6. TYPES OF APPOINTMENTS

The following are brief descriptions of the types of appointments made by the LAFCO. Descriptions do not cover all aspects of these categories and are not intended to modify LAFCO ordinances and policies

**PROBATIONARY:** Every full-time LAFCO employee must serve a probationary period of twelve (12) months. A probationary employee may be separated from LAFCO employment at any time during the probationary period, without cause and without right of appeal or hearing.

**PERMANENT:** Upon satisfactory completion of the probationary period, employment status will be changed to that of a "Permanent" employee. Upon receipt of a promotion, or an appointment to a different classification, a new probationary period must be served before obtaining permanent status in the new classification.

**LIMITED-TERM:** Employment which is designated for a special project, program, service or position in which the duration of employment is limited to a specific termination date or conditioned upon the continuation of special funding. Limited term employees are eligible for all compensation benefits conferred upon permanent employees in the same classification by the LAFCO. Employment-At-Will status is given to all limited term employees for the LAFCO.

**SUBSTITUTE:** Employees appointed to a position which is occupied by a regular LAFCO employee who is off work due to service-connected injury or illness for more than thirty (30) calendar days or on sick leave for more than thirty (30) calendar days. Such employees are eligible for all compensation benefits conferred by the LAFCO upon its regular employees relating to sick leave, vacation, overtime, holidays, mileage and travel expense, and merit pay increases. The employment of such employees shall be automatically terminated when the regular incumbent employee returns to work. Substitute employees have access to the LAFCO's Retirement System.

**TEMPORARY EMPLOYEE / EXTRA-HELP:** Employees retained for a temporary period to perform a specific task, job or assignment. Extra help employees do not receive or accrue benefits and are not eligible for membership in retirement or group medical/ dental insurance plans. However, per federal law, the LAFCO requires a contribution to a Deferred Compensation plan by the employee. Extra-help employees cannot acquire permanent status.

**PART-TIME:** Employees assigned to work less than a normal full-time schedule. Parttime employees are not entitled to LAFCO health benefits unless they work 30 hours or more per week. Part-time employees who work fewer than 30 hours per week are not entitled to Retirement but are required, per federal law to contribute to a deferred compensation plan. Part-time employees shall earn vacation, be eligible for sick leave and merit increases, which will be based on hours worked by such employee. Part-time employees shall not be eligible for advancement to the earned tenure increase designated as "Step F". Part-time employees cannot acquire permanent status,

**CONTRACT EMPLOYEE:** Employees who are hired on a contractual basis. While Contractual employees do receive all legally mandated benefits (such as Social Security and workers' compensation insurance), they may be ineligible for some of LAFCO's other benefit programs.

# 7. THE CLASSIFICATION SYSTEM

At this time, LAFCO has only a few employees, hence no "classification" system is in effect.

# 8. EMPLOYEE DEVELOPMENT

The probationary period is of benefit to you and your supervisor. You are given this period of time to adjust to your new duties and determine if this is the right job situation for you. Your supervisor will help you learn and improve by reviewing your performance and discussing it with you. The probation period serves as an on-the-job performance evaluation, which must be successfully completed.

Your performance will be evaluated at the end of five (5) months and at the end of ten (10) months during this probationary period. You may be advised of any improvements expected from you at this time.

At the end of your probationary period, the LAFCO will decide if you should continue to be employed in your new position. If you successfully complete your probationary period and the LAFCO decides to continue to employ you, you will be placed on permanent status.

As a permanent employee, you will be evaluated approximately thirty (30) days prior to your anniversary date each year. For most employees, your anniversary date is one year from your initial date of hire. All employees may be evaluated more often than as described in this section.

When you receive the evaluation, you will be given an opportunity to respond in writing, and the response will be attached to the evaluation in the personnel file.

The review of your performance by your supervisor is designed to assist you in overcoming any weaknesses in your job performance. It also helps you to establish goals and determine areas where improvement is needed.

# 9. DISCIPLINE

LAFCO employees are expected to conduct themselves in such a manner that the work of their departments is effectively accomplished. This includes observing the requirements of courtesy, consideration and promptness in dealing with the public. Employees who do not meet work or LAFCO standards or whose conduct is detrimental to LAFCO service are subject to disciplinary action by the Executive Officer.

The LAFCO supports the use of progressive discipline in responding to employee infractions. This procedure normally provides the employee with the opportunity to modify the unacceptable behavior to avoid future disciplinary action. Progressive discipline usually imposes increasingly severe measures upon an employee who repeats an offense. However, exceptions are sometimes warranted.

Depending on the seriousness and frequency of the infraction, the following types of disciplinary action may be invoked by the Executive Officer or supervisory personnel authorized to administer disciplinary action:

- 1. Verbal Warning4. Demotion
- 2. Written Reprimand 5. Dismissal
- 3. Suspension

# 10. GRIEVANCE PROCEDURE

#### A. DEFINITION OF GRIEVANCE

A grievance is defined as a dispute over the application of the specific terms or provisions of LAFCO Ordinance or policies, by an employee adversely affected thereby, but shall not include the following:

- 1. Disciplinary actions which shall be subject to appeal through LAFCO provisions for the appeal of disciplinary actions;
- 2. The exercise of any LAFCO Managements rights;
- 3. An impasse or dispute in the meeting and conferring process.

#### B. **RIGHTS**

There shall be no restraint, interference, coercion, discrimination or reprisal against any employee for exercising any rights under the grievance procedure.

#### C. GRIEVANCE PROCEDURE STEPS

#### STEP 1 – DISCUSSION WITH IMMEDIATE SUPERVISORS

- A. The grievant shall first discuss the grievance informally with his or her immediate supervisor. The discussion shall be held within five (5) working days following the date of the action causing the grievance.
- B. Every reasonable effort shall be made to resolve the grievance at this level. The immediate supervisor shall respond verbally to the grievant within five (5) working days following the date of the informal discussion between the grievant and the supervisor.

#### STEP 2 – FORMAL WRITTEN GRIEVANCE

- A. In the event the employee believes the grievance has not been satisfactorily resolved, the employee shall submit the grievance in writing on the form prescribed by the LAFCO to Executive Officer within five (5) working days after receipt of the immediate supervisor's verbal response.
- B. Within five (5) working days following the date of the receipt of the grievance, the higher authority shall respond in writing to the grievant stating his/her decision, the facts on which the decision is based, and the remedy or correction which has been offered.
- C. Any grievance settled at this step shall be subject to the review and confirmation of the Executive Officer. If no settlement is reached, the grievant may initiate Step 3 of this procedure.

#### STEP 3 – EXECUTIVE OFFICER REVIEW

- A. If a grievance is not settled at Step 2 of this procedure, the grievance may be appealed to the Commission in writing within ten (10) calendar days following the date of the receipt of the decision received at Step 2.
- B. The Executive Officer shall confer with the employee and prior levels of supervision involved in an attempt to affect a harmonious solution. The Executive Officer shall reply in writing within twenty (20) working days following receipt of the written grievance unless by mutual agreement, the time limitation is extended.

#### STATEMENT OF NONDISCRIMINATION

It is the policy of the Imperial LAFCO that the LAFCO conducts its relations with employees and applicants for employment without unlawful discrimination based on race, color, religion, sex, gender, age, national origin, creed, marital status, political affiliation, medical condition, disability, ancestry, sexual orientation or any other matter determined not to be unlawful. This policy shall be implemented through the Equal Employment Opportunity (EEO) Office and the LAFCO Executive Officer. If you feel you have been subjected to discriminatory treatment on the basis previously stated, you should immediately report the incident to the LAFCO Executive Officer, The Assistant Executive Officer, the LAFCO Accounting manager, or the Chairman of the Commission.

The LAFCO has adopted specific policies and procedures to implement this policy, including the assurance that employees are provided a work environment free from unlawful sexual harassment. Copies of these policies and procedures are located at the LAFCO Office. If you have any questions regarding these policies, please contact the LAFCO Executive Officer.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the LAFCO will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who believes he or she requires any accommodation in order to perform the essential functions of the job should contact their supervisor and the LAFCO Executive Officer. The individual with the disability must specify what accommodation he or she needs to perform the essential functions of the job, a physician statement or certification may be required on a case by case basis. The LAFCO will then conduct an investigation to identify the barriers that make it difficult for the applicant or employee to have an equal opportunity to perform the essential functions of his or her job. The LAFCO will identify reasonable possible accommodations, if any that will help the employee perform the essential functions of the job. If the potential reasonable accommodation will not impose an undue hardship, the LAFCO will make the accommodations.

# 1. DEFINITION OF DISCRIMINATION OR HARASSMENT BASED ON PROTECTED CLASS

A complaint of discrimination for the purposes of these procedures is a complaint of an employee alleging unlawful discrimination based on race, color, religion, sex, gender, age, national origin, creed, marital status, political affiliation or beliefs, medical condition, physical or mental disability, ancestry, sexual orientation, or any other category protected by law.

#### 2. COMPLAINT RESOLUTION PROCEDURES INTRA-DEPARTMENT

- A. An employee who has a discrimination complaint should informally discuss their complaint with their immediate supervisor and/or the Executive Officer. The Executive Officer should respond orally to the employee in a prompt manner.
- B. If their Executive Officer does not respond or if the response does not satisfactorily address the complaint, the employee may formalize the complaint with the Commission.

# 12. SEPARATION OF LAFCO EMPLOYMENT

It is important that, if you terminate your service with the LAFCO, you have an exit interview with your Executive Officer or supervisor prior to your date of termination. The purpose of the exit interview is to ensure that you are aware of potential benefits that you may be entitled to, to ascertain the reasons for termination, and to discuss any other pertinent information relating to your employment with the LAFCO.

Any employment related material, keys, ID cards, electronics, or other equipment issued, by the LAFCO shall be returned to the LAFCO before the end of your last working day. Any materials, files, documents, or other items collected or created by you in connection with your employment, remain the property of the LAFCO. You may not take any such materials, or copies of those materials, with you when you depart. Near the time of your departure, you may be asked to meet with your departmental personnel officer to review separation procedures, ensure that all property has been returned and provide you with any other information as needed...

In addition, if you find it necessary to resign from your position, and wish to remain in good standing with the LAFCO, you are expected to provide the Executive Officer with sufficient time to provide for your replacement. Giving sufficient notice, usually a minimum of two weeks prior to the effective date of resignation, will help your department plan the workload so a that minimum of disruption occurs.

#### 13. THE PAY PLAN

The salary schedule consists of a series of ranges with steps, an approximate five percent (5%) increase between each step. Each position in the LAFCO is assigned to one of these ranges according to the degree of responsibility and nature of duties required by the position.

As a new employee, you will normally begin at Step "A" of the range to which your position is assigned. Most employees are eligible to receive an increase on their anniversary date to Step "B" and each step thereafter up to Step "E" after 12 months of continuous satisfactory service in each step and providing such increase is recommended and approved by the Executive Officer. An employee is eligible for Step "F", the sixth step, upon completion of nine (9) years of continuous satisfactory service and at least one year in Step "E" in his or her current position.

However, an employee is only eligible for advancement to Step "F" of the applicable salary schedule provided such increase is recommended by the Executive Officer.

#### 14. PAYDAY AND DEDUCTIONS

LAFCO employees are paid on a biweekly basis on Friday (every two weeks). Your paycheck represents earnings for the previous pay period, running from Friday of one week through Thursday two weeks later. Five days normally lapse after the end of the pay period before the employee is paid. Accompanying your check will be a statement of earnings, deductions, and accrual of vacation and sick leave benefits. The following deductions may be indicated.

1. Federal Income Tax	4. Retirement Contributions
2. State Income Tax	5. Group Insurance
3. Medicare/FICA	6. Special deductions

If you feel there has been an error in any paycheck you receive, or if you have any questions concerning the amount of your check, you should contact the Accounting Manager. If you have been underpaid, the LAFCO will correct the amount. If you have been overpaid, the LAFCO will make the necessary adjustments to recoup the overpayment.

#### 15. WORK SCHEDULES

Your supervisor will assign your individual work schedule. You are expected to be at your work station at the start of your scheduled shift, ready to perform your work. Regular business hours are 8 am - 5 pm with a one hour lunch at 12 pm - 1 pm.

Employees have the option of working 9/80s in which hours are 7 am - 5 pm with every other Friday off.

#### 16. WORK BREAKS

All employees are entitled to two 15 minute break periods for each eight (8) hours worked, except for specific job assignments designated by the Executive Officer where periodic breaks occur through out the day due to work peaks and stoppages. No employee shall leave an office or telephone unattended to take a break period unless another employee temporarily covers his / her work station. This 15 minute break period is calculated from the time the employee leaves his/her work station to when he/she returns.

In general, the first break shall be scheduled between hours of 8:00 a.m. - 12:00 p.m. and the second 15 minute break between the hours of 1:00 p.m. - 5:00 p.m. Work breaks cannot be used to extend lunch hours or to shorten your daily work schedule.

As a general policy, overtime work is discouraged. However, the Executive Officer may authorize or assign overtime work in emergency or urgent situations. Hours actually worked in excess of forty (40) hours in a single work week are compensated at the rate of one and one half times the regular rate of pay or in compensatory time off at the rate of one and one half times the overtime hours actually worked.

All overtime hours worked must be previously approved by the Executive Officer.

#### 18. HOLIDAYS

The following holiday are designated as LAFCO holidays:

- 1. January  $1^{st}$  New Year's Day
- 2. The third Monday in January *Martin Luther King, Jr.'s Birthday*
- 3. The third Monday in February *Washington's Birthday*
- 4. Spring Holiday *Good Friday*
- 5. The last Monday in May *Memorial Day*
- 6. July 4<sup>th</sup> *Independence Day*
- 7. The first Monday in September *Labor Day*
- 8. November 11<sup>th</sup> *Veterans Day*
- 9. The Thursday in November appointed Thanksgiving Day *Thanksgiving*
- 10. The Friday after Thanksgiving Day
- 11. December 25<sup>th</sup> *Christmas Day*

If any of the above days falls on Sunday, the following Monday becomes a holiday and if it falls on Saturday, the preceding Friday is a holiday.

**PERSONAL HOLIDAY:** Permanent employees are now entitled to a Personal Holiday. This holiday must be scheduled on or within one month of the employee's birthday. Such holiday shall not be carried over from year to year, and shall be scheduled in cooperation with the Executive Officer. The holiday shall be taken within a single day, according to the regular amount of hours the employee is scheduled to work on a regular basis.

**FLOATING HOLIDAY:** The LAFCO offers one paid floating holiday per fiscal year to employees to use at their discretion if they meet the following eligibility requirements. Employee must be (1) a regular full-time, part-time or limited-term employee, (2) attend the required LAFCO training held and (3) on a work or paid leave status on their regular working day immediately before and immediately after the day in which they designate as their floating holiday. Employees who work less than full-time will receive pro-rated floating holiday pay based on their time base.

Employees holding a regular position in the classified service are entitled to an annual vacation of fifteen (15) working days computed at the rate of .05769 of an hour for each hour of paid time up to a maximum of eighty (80) hours per pay period. Employees who have completed fifteen (15) years of continuous service may earn twenty (20) days vacation. Vacation credits may be accumulated, up to thirty (30) working days by employees with less than fifteen (15) years of service or forty (40) working days for employees with fifteen (15) years or more of service. Vacation credits may be used after one (1) year of continuous service. All vacations and leave requests are subject to prior approval and scheduling of the Executive Officer.

#### 20. GROUP HEALTH BENEFIT PROGRAM AND GROUP LIFE INSURANCE

Upon commencement of regular employment on at least a half time basis (30 hours or more per week) you are eligible to enroll in the LAFCO's group health benefit program. Each employee has thirty (30) days from the date of hire and/or a qualifying event, to select from among the available coverage options or waive your benefits. If you do not turn in your selection within the thirty (30) day period, you will be placed, by default, in the plan with the higher deductible as employee only.. No Vision or Dental insurance will be available if enrolled by default. Your coverage will be effective thirty (30) days after we receive your paperwork. No changes will be allowed after this period until Open Enrollment.

#### MEDICAL INSURANCE

The LAFCO's medical insurance provides comprehensive, quality health care for you and your family through three (3) different plans. Employees may enroll themselves and their eligible dependents in any of the medical insurance plans provided by the LAFCO, The LAFCO contributes toward the cost of each employee's enrollment in the medical insurance plan of his/her choice.

#### DENTAL INSURANCE

The LAFCO's dental insurance plans offer a full range of dental services to help you and your eligible dependents maintain good oral health. Coverage is included for preventive care as well as for treatment of dental disease. The LAFCO has two (2) different plans.

Employees may enroll themselves and their eligible dependents on either plan. You and your dependents must be enrolled on a LAFCO-sponsored medical plan to be eligible for dental coverage.

#### VISION INSURANCE

The LAFCO's vision insurance plans offers vision services to help you and your eligible dependents maintain healthy vision.

Employees may enroll themselves and their eligible dependents. You and your dependents must be enrolled in a LAFCO-sponsored medical plan to be eligible for vision coverage.

In addition, details on the program, benefits, and administrative rules are described in the group benefit plan booklets which will be provided to you upon employment. You are urged to read the booklets carefully. More specific information on the LAFCO's health benefit plans is also provided in the plan document. Questions concerning the group benefit plan should be directed to the Executive Officer.

#### 21. RETIREMENT

Imperial LAFCO has a Retirement System based on California law: "Retirement Act of 1937." This program is administered by the Imperial County Employee Retirement System (ICERS). For current information regarding eligibility, employee requirements, contributions, and benefits, and/or for a copy of the "Retirement Benefits Booklet", contact the Retirement Office.

#### 22. SICK LEAVE

Employees shall earn .04615 hours of sick leave with pay for each paid regularly schedule hour to a maximum of eighty (80) working hours in any paid period, with unlimited accumulation. Sick leave may be used when you are unable to work because of illness or injury. It may also be taken, with permission of the Executive Officer, when you have a medical, dental or optical appointment. Up to six days of accumulated sick leave may be taken within one year when a member of your immediate family is critically ill. Sick leave cannot be used for:

- A. Sickness or disability sustained while on leave of absence without pay.
- B. Vacation
- C. Sickness or injury incurred while working for an employer other than the LAFCO.

Remember that sick leave is provided in order for loss of income to be prevented while you are sick or disabled and is, in fact, a form of insurance for you. Save it and use it as little as possible; you may have an urgent need for it in the future.

Upon retirement or deferred retirement, accumulated sick leave may be applied toward retirement credits

# 23. BEREA VEMENT LEA VE

Every employee shall be entitled to three (3) days of "bereavement leave" per fiscal year for each death in the employee's immediate family, without a charge being made for such leave to the employee's accumulated sick-leave benefits. "Immediate Family", for purposes of this benefit, shall include the employee's: spouse or domestic partner, grandfather, grandmother, father, mother, father-in-law, mother-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law; grandchild or grandparent of the spouse or domestic partner; or any

relative living in the immediate household. No employee shall be entitled to more than nine (9) days of leave under this provision per fiscal year. Unused leave under this provision shall not accumulate from year to year.

#### 24. LEAVE OF ABSENCE WITHOUT PAY

Sometimes you may find it necessary to take time off, once you have exhausted your accrued sick or vacation time. The LAFCO provides for such leave but it must be taken without pay. Requests for leave of absence must be in writing and must indicate the reasons for your request for leave, the beginning date, and the date of your return. Unpaid leaves of absence may be granted for not more than one (1) month by the Executive Officer for substantive reasons which, in the opinion of the person authorizing such leave, are justifiable, are of benefit to the LAFCO and the employee involved, and which will not create hardship in the LAFCO.

If your approved unpaid leave is not protected under the Family Care and Medical Leave Act (FMLA), you will be responsible to cover both the LAFCO and the employee portions of your insurance benefit premiums and/or any other voluntary product you have elected . Upon the approval of your leave you must contact the Accounting Manager to make arrangements to pay these premiums. Failure to make arrangements may result in termination of coverage.

# 25. FAMILY CARE AND MEDICAL LEAVE

Pursuant to state and federal law you may be entitled to family care and medical leave. The LAFCO has adopted a policy which details the specific requirements for such leave. In general, family care and medical leave may be taken by employees who have been employed by the LAFCO for at least twelve (12) months as of the date the leave commences and who have actually worked at least one thousand two hundred fifty (1250) hours. This leave may be taken for a period of no more than twelve (12) work weeks during a rolling twelve (12) month period, which shall include the required use of all available sick leave, vacation and holiday-in-lieu balances prior to authorization of the unpaid leave.

Family care leave is granted for the birth or adoption of a child, to care for an immediate family member with a serious health condition or if you yourself are suffering from a serious health condition which makes you unable to perform your job. You are required to provide written notice of your anticipated need for family care leave within ten (10) working days of learning of the need for the leave. You may also be subject to specific eligibility and certification requirements set forth in the Family Care and Medical Leave Policy.

During any period in which the employee is eligible under the Family Care and Medical Leave Policy, the LAFCO will maintain group health benefits coverage if such benefits were provided before the leave was taken and on the same terms as if the employee had continued to work. It is important for employees to understand that the LAFCO contribution for an eligible employee on leave will not exceed the contribution which the LAFCO would have made if the employee had been on duty. The LAFCO may recover premiums it paid to maintain health coverage for an employee who fails to return to work following leave. Upon the approval of your leave you must contact the Human Resources Department to make arrangements to pay these premiums. Failure to make arrangements may result in termination of coverage. The LAFCO will grant an unpaid pregnancy disability leave to employees disabled due to their pregnancy, childbirth or related medical conditions. The employee shall present her department head or supervisor a written statement from her physician to that effect, and the employee shall be granted a leave of absence for the period of the disability. As an alternative, the LAFCO may transfer the employee to a less strenuous or hazardous position if the employee so requests, with the advice of her physician, if the transfer can be reasonably accommodated.

Leave taken under the pregnancy disability policy runs concurrently with family care and medical leave under federal law, but not family care and medical leave under California law.

Pregnancy disability leaves are without pay. However, employees may utilize sick, vacation and any other accrued paid time off during the leave.

Unless eligible under the federal Family Care and Medical Leave Act, employees on pregnancy disability leave will be eligible for benefit coverage on the same basis as employees taking other unpaid leave. Employees on pregnancy disability leave who do not qualify for continued paid coverage, may continue their group health benefit coverage through the LAFCO by making monthly payments to the LAFCO for the amount of the benefit cost.

# 27. IMPERIAL LAFCO MEDICAL EVALUATION SYSTEM

Under certain circumstances, employees may be required to submit to a medical evaluation to determine whether they are medically qualified for a specific position

#### 28. JURY AND WITNESS DUTY

You may, at some time, be called to serve on a jury or as a witness in a court proceeding. During the time of your service, you will continue to receive your full salary, providing you are not a litigant in the proceedings and that any fees received, except mileage, are submitted by you to the Accounting Manager. If you are a defendant in civil litigation involving your conduct in the course and scope of your duties, you may qualify for paid release time, as determined by the Executive Officer. You must notify the Executive Officer, in writing, that you have been called for such duty as soon as a notice or summons is received from the court. You may be requested to provide written verification from the court clerk of having attended. If any of your regularly scheduled work time remains after you are released by the court on any day of jury selection or jury duty, you are expected to return to work for the remainder of your shift.

#### 29. TUITION REIMBURSEMENT

Most regular full-time employees are eligible for the tuition reimbursement program as administered by the Executive Officer. Reimbursement is limited to text books, tuition, registration, and laboratory fees up to a maximum cost limit. This applies only to courses related to your job. Authorization is necessary from the Executive Officer no later than thirty (30) days after commencement of the course of study.

In order to receive reimbursement, you must submit an official transcript of your grades and receipt(s) for the cost of text books, tuition, registration and your entry fees.

#### 30. PARKING

Off-street parking is provided at various locations around the LAFCO Office for employees and the public. The shaded lots are marked with "LAFCO" identification. Please note and observe any signs reserving spaces for the disabled or for other purposes. The LAFCO is not responsible for any loss or damages to employee vehicles or contents while parked on LAFCO property, nor is the LAFCO responsible for fines for employees who park unlawfully.

#### 31. A TTENDANCE

Regular and prompt attendance is an essential requirement of your job. If illness or some other emergency causes an unplanned and/or unforeseeable absence, you must notify your immediate supervisor as soon as possible on the first day of absence, as well as keep your department advised of the status of your leave. In the case of an extended unforeseeable absence, you may be asked to complete forms and submit medical certification as appropriate during your leave.

Improper use of sick leave, excessive absenteeism, tardiness, unauthorized absences or failure to notify your department when you are unable to report to work may result in disciplinary action up to and including termination.

If you fail to return at the expiration of an authorized leave of absence or are absent without prior authorization, you will be deemed to have automatically resigned.

# 32. VISITORS AND PERSONAL PHONE CALLS

As an employee you are reminded that you were hired to perform an important job function; therefore, personal business is not to be handled during your scheduled work hours. Personal telephone calls and visits with employees by friends, relatives, or others are discouraged by the LAFCO and are to be limited, except in the event of an emergency.

#### *33. OUTSIDE EMPLOYMENT*

Prior written authorization from the Executive Officer is required before you may accept outside employment. Such employment must not conflict in any way with your duties for the LAFCO. Also, you are prohibited from engaging in any activity that is considered incompatible with your regular duties.

# 34. POLITICAL ACTIVITIES

LAFCO Employees are encouraged to vote in local, state, and national elections and to be active in the political party of their choice.

#### 35. POLITICAL RIGHTS

As employees of the LAFCO, there are certain limits on your political rights because of your special position as a public employee.

Those limits include but are not limited to:

- A. A LAFCO employee may not engage, nor allow other LAFCO employees to engage in campaign activities of any sort including soliciting political contributions while on LAFCO property, such as copying machines and/or fax machines, computers or telephones, be used for political activities.
- B. A LAFCO employee may not campaign or participate in political activities while in uniform. This includes wearing of political buttons or signs when at work and/or on duty, and placing signs on LAFCO property. However, this does not exclude an employee's right to display a bumper sticker on an employee's personal vehicle.

#### 36. CHANGE OF NAME OR ADDRESS, STATUS

If you change your name, address or telephone number for any reason, remember to report this change to the Executive Officer.

Any change in your personal status such as marriage or divorce; or any change in your beneficiaries or dependents should also be provided to the Accounting Manager.

#### 37. INJURY AND ILLNESS PREVENTION PROGRAM AND SAFETY

The LAFCO has adopted an Injury and Illness Prevention Program which is a comprehensive health and safety program designed to identify and abate hazards known to be associated with workplace violence, accidents, injuries and illnesses in order to provide a safe and healthy place in which to work.

You are responsible for your own safety as well as the safety of others in the workplace. To achieve our goal of maintaining a safe workplace, everyone must be safety conscious at all times. You can help by looking and thinking before acting, by using the safety equipment provided, by reporting all unsafe working conditions or equipment and by following safety rules and regulations. Be sure to obtain proper instructions before you start a new task or operate a new machine. Remember to keep your work area free of clutter or extraneous items which may create a safety hazard. If you are injured on the job, the LAFCO's Workers' Compensation program will pay for all eligible medical expenses and temporary disability benefits as provided by law.

Your sick leave, earned vacation credits or earned compensatory time credits may also be used to compensate you at a pro-rated pay. However, if these benefits are exhausted, and you are still medically eligible, the LAFCO's workers' compensation carrier will continue to pay appropriate workers' compensation disability benefits until you can return to work.

If you are injured on the job, you must report the injury to your supervisor. In no event shall such notification be delayed beyond twenty-four (24) hours.

# *39.* CARE OF LAFCO PROPERTY

Every job in the LAFCO requires the use of supplies and some type of equipment. You are charged with the responsibility of maintaining such property in the best possible condition and making the most economical use of supplies issued to you. You can help keep costs down by exercising reasonable care over LAFCO property for which you are responsible.

#### 40. POLICY ON SEAR CHES / E-MAIL/INTERNET

Because of the need for access to information and LAFCO property, as well as health and safety considerations, all work space may be subject to search at any time. Further, since access to the Internet and electronic mail system is provided to certain LAFCO employees to aid them in the performance of their duties, personal use of both is to be avoided. Use of offensive or derogatory language in E-mail is prohibited.