



## **Solano Local Agency Formation Commission**

675 Texas St. Ste. 6700 • Fairfield, California 945343  
(707) 439-3897 • FAX: (707) 438-1788

### **Staff Report**

DATE: August 10, 2015

TO: Local Agency Formation Commission

FROM: Elliot Mulberg, Executive Officer

SUBJECT: Personnel Salary Resolution Update

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Recommendation: That the Commission amend the Personnel Salary Resolution to reflect changes made in the Final FY15-16 budget.

#### Background:

The Personnel Salary Resolution (PSR) was adopted in August 2014 with changes to salaries and benefits to reflect current Commission policy. On June 8, 2015 the Commission adopted the Final FY 2015-16 Budget that included a 2% COLA to classified employees. Implementation of the COLA requires that the Commission amend the PSR. The amendment entails adding the following sentence "Effective July 1, 2015 the monthly pay rate for represented classifications shall be increased by two percent (2%)." to Appendix A. The change is reflected on page 50 and shown in bold. Attached is the redline/strikeout version of the changes.

Recommendation: The Commission approve the amendment to the PSR to reflect changes made in the final FY15-16 budget.

**Solano Local Agency Formation Commission (LAFCo)  
 Personnel and Salary Resolution (PSR)  
 As Amended ~~February 9, 2015~~ August 10, 2015**

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## **Division 1. Working Environment**

### **Section 1.1 Introduction to LAFCo**

Solano Local Agency Formation Commission (LAFCo) is an independent public agency formed to regulate the boundaries and the creation of cities and special districts through Solano County. As a public agency, LAFCo is responsible for providing a service to all members of the public. LAFCo has prepared this manual to provide all employees a summary of its policies and benefits. It is not intended to be exhaustive of all employee requirements and regulations. LAFCo strives to improve its policies, the services that it provides, and positive relations with its employees. All employees are encouraged to bring suggestions for improvements to the attention of the Executive Officer. By working together, LAFCo hopes that it will share with its employees a sincere pride in the services we are providing.

### **Section 1.2 Authority; Amendment; No Vested Rights**

These policies have been adopted by the Commission and are intended to establish enforceable regulations governing LAFCo employees. These policies may be amended by the Commission at any time, and nothing herein is intended to create vested rights in the employees that cannot be modified by the Commission.

### **Section 1.3 Equal Employment Opportunity Policy**

LAFCo believes that all persons are entitled to equal employment opportunity. LAFCo does not discriminate against its employees or applicants because of race, color, religion, sex, pregnancy, national origin, ancestry, age, sexual orientation, marital status, physical or mental disability, medical condition, or any other grounds prohibited by state or federal law. Equal opportunity will be extended in all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and termination. Employment decisions shall, therefore, comply with all applicable state and federal laws prohibiting discrimination in employment.

### **Section 1.4 Policy Against Disability Discrimination**

LAFCo is committed to complying fully with state and federal disability discrimination laws. No program or activity administered by LAFCo shall exclude from participation, deny benefits to or subject to discrimination any individual based on an individual's actual or perceived disability or based on an individual's association with someone who has an actual or perceived disability.

LAFCo is further committed to providing reasonable accommodation to the known physical or mental limitations of an otherwise qualified applicant or employee. If you believe you are a qualified individual with a disability and that you need a reasonable accommodation in order to perform the essential functions of your job, please notify the Executive Officer.

## Section 1.5 Policy Against Harassment

LAFCo prohibits and will not tolerate unlawful harassment. This policy applies to all persons involved with LAFCo including employees, applicants, customers or persons providing services pursuant to a contract. This policy prohibits sexual harassment and harassment based on an individual's inclusion in a protected class, such as race, color, religion, national origin, ancestry, sex, age, medical condition, sexual orientation, marital status, citizenship, pregnancy, physical and mental disabilities, veteran or any other consideration made unlawful by federal, state or local laws, including persons perceived to have these characteristics. LAFCo will also take all responsible steps to prevent or eliminate unlawful harassment by non-employees, including customers, clients, and suppliers, who have workplace contact with LAFCo's employees.

Unlawful harassment is generally conduct that: does not relate to the business of LAFCo; has the purpose or effect of interfering with an individual's ability to work, or that creates a hostile, intimidating or abusing work environment; and is directed at an individual because of the individual's inclusion in a protected class.

Conduct prohibited by this policy includes, but is not limited to the following:

- A. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- B. Visual conduct such as derogatory and/or sexually-oriented posters, photography, cartoons, drawing or gestures;
- C. Physical conduct such as assault, unwanted touching, blocking, normal movement or interfering with work because of sex, race or any other protected basis;
- D. 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.

An employee who believes that he or she has been subjected to any form of prohibited harassment should make a complaint, preferably written, to the Executive Officer or the Chair of the Commission. If the employee is uncomfortable approaching either the Executive Officer or the Chair of the Commission, any other member of management is available to hear their concerns. Managers must report all harassment complaints. Complaints should be specific and should include the names of the individuals involved and names of any witness.

LAFCo will immediately undertake an effective, thorough, and objective investigation and attempt to resolve the situation. LAFCo will maintain confidentiality to the extent possible during the investigation, however, disclosures of certain information to the members of management or as required by law may be necessary. If LAFCo determines that unlawful discrimination 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 harassment.

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.

## **Section 1.6 Drug and Alcohol 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.

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.

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.

### **Division 2. Definitions**

**CONTINUOUS SERVICE** – Shall mean employment in a regular position which has not been interrupted by resignation, discharge, layoff, or retirement.

**TEMPORARY EMPLOYEE** – A person who is employed for the purpose of relieving or augmenting regular staff in the accomplishment of work. Employment assignments in this category are typically of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain this status unless and until notified of a change. Time spent in such an appointment shall not constitute a part of the probationary period. While temporary employees receive all legally mandated benefits (workers' compensation insurance), they are ineligible for all of Solano LAFCo's other benefit programs.

**REGULAR FULL-TIME EMPLOYEE** – An employee who is not in a temporary or part-time status and who is regularly scheduled to work at least forty (40) hours per week or eighty (80) hours a pay period. Generally, they are eligible for Solano LAFCo's benefit package, subject to the terms, conditions, and limitations of each benefit program.

**REGULAR PART-TIME EMPLOYEE** – An employee who is not in a temporary or full-time status and who is regularly scheduled to work less than forty (40) hours per week or eighty (80) hours a pay period. Generally, they are eligible for Solano LAFCo's benefit package, subject to the terms, conditions, and limitations of each benefit program.

SPOUSE – As used herein shall mean the legally married spouse or registered domestic partner of the employee.

### **Division 3. Terms and Conditions of Employment**

#### **Section 3.1 Hiring Policy and Procedure**

- A. Each vacancy is announced simultaneously for internal and external recruitment.
- B. For positions under direction of the Executive Officer, the Executive Officer shall conduct the screening process, interview applicants, choose the top candidates for an open position, check references of the top candidates, and select the individual for the position.
- C. For positions which report directly to the Commission (e.g., the Executive Officer), the Commission shall have exclusive authority to conduct the selection process as it deems appropriate.
- D. The Executive Officer shall not appoint a member of his or her immediate family, nor shall he or she appoint or assign any employee to directly or indirectly supervise a member of the employee's immediate family.

#### **Section 3.2 At-Will Employment**

- A. All employees of LAFCo are at-will employees and may be terminated at any time without cause and without any formal procedure.
- B. The Executive Officer shall serve at the will of the Commission subject to the conditions of applicable contracts. Employees shall serve at the will of the Executive Officer as provided by state law.

#### **Section 3.3 Separation from Service**

- A. **RESIGNATION**  
An employee who wishes to resign his/her employment in good standing must submit the resignation in writing to his/her supervisor two weeks prior to the planned separation date. A resignation becomes final when accepted by the Executive Officer or Chairperson. Once a resignation has been accepted by the Executive Officer or Chairperson, it cannot be withdrawn without the concurrence of the Executive Officer or Chairperson.
- B. **JOB ABANDONMENT**  
An employee is deemed to have resigned if the employee is absent from work without prior authorization and without notification during the period of the absence. Regular employees will be sent a notice of intent to terminate, an opportunity to respond, and final notice of termination for job abandonment. An employee separated for job abandonment will be reinstated upon proof of justification for such absence, such as

severe accident, severe illness, false arrest, or mental or physical impairment which prevented notification. No employee has any right to evidentiary appeal for separation due to job abandonment.

C. TERMINATION; REDUCTION IN HOURS

- (i) An employee may be terminated at any time, with or without cause, and with or without advance notice. Prior to any action to terminate an employee, the Executive Officer shall consult with the Commission in closed session to seek advice and direction.
- (ii) If LAFCo determines that a reduction in the work force expense is warranted, all recruitment/hiring will be frozen; employees will be invited and permitted to request a voluntary reduction in their hours or days of work; LAFCo will consider any request for time off without pay; and employees will be encouraged to take accrued vacation time off. If a voluntary reduction in employees' hours is not sufficient to meet LAFCo's needs and objectives, LAFCo may implement an involuntary reduction in hours or days off work. Such reductions will be administered to maximize productivity and efficiency and can be made on a temporary, indefinite or permanent basis

D. SEPARATION PROCEDURE

- (i) Upon termination, the employee shall promptly return any employer property such as office keys, cell phone, laptop computer etc. that the employee may have in his or her possession.
- (ii) LAFCo will calculate pay to time of separation, any accrued vacation, administrative leave and compensatory time off and issue a check in accordance with State Law after separation.
- (iii) The date of termination of employment shall be considered as the date certified by the Executive Officer as the last day worked, or the last day in an authorized leave without pay status, and shall not include the equivalent time involved in any vacation payoff made at the time of termination.

**Section 3.4 Incompatible Activities**

LAFCo employees shall not engage in any activity, which constitutes a conflict of interest due to the nature, conditions, or some other aspect of the activity. An employee may not engage in political activities during working hours nor use his or her office to promote propose or contribute to any political cause or candidate. Any officer or employee wishing to engage in any occupation or outside activity for compensation shall inform the Executive Officer or when appropriate the Commission, in advance, of the nature of such activity. It shall be the responsibility of the Executive Officer to ensure that employees do not engage in any activity which constitutes a conflict of interest.

### **Section 3.5 Work Schedules**

The base work schedule for all regular full time employees is 8 hours a day, 5 days a week. Flexible scheduling and alternative work arrangements are available in some cases to allow employees to vary their starting and ending times each day within reasonable limits. Flextime may be possible if a mutually workable schedule can be negotiated with the Executive Officer. However, such issues as staffing needs, the employee's performance, and the nature of the job will be considered before approval of flextime. Employees should consult the Executive Officer to request participation in the flextime program.

### **Section 3.6 Employee's Duty to Notify of Late Arrival or Absence**

An employee who is unexpectedly unable to report for work as scheduled must notify his or her immediate supervisor no later than the scheduled work time and report the expected time or duration of any late arrival or absence. If the employee's immediate supervisor is not available, the employee must notify the department head or another supervisor. An employee who fails to timely notify the supervisor of absences, or who is not present and ready to work during all scheduled work times will be deemed to have an unauthorized tardy or absence.

### **Section 3.7 Excessive Tardiness/Absenteeism**

Excessive tardiness occurs when an employee is late to work or returning from breaks more than three times during any 30-day period. Excessive absenteeism occurs when the number of unprotected absences (absences due to other than leaves authorized by state or federal law) exceeds 3 days in any three-month period. Excessive tardiness or absenteeism will be grounds for discipline, up to and including termination. Abuse of, or misrepresentation of any form of accrued or unpaid leave time will be grounds for discipline, up to and including termination.

### **Section 3.8 Rest Periods**

- A. Employees may take one 15 minute rest period for each four (4) hours worked. Usually breaks are scheduled mid-morning and mid-afternoon and are counted as time worked. If the employee does not take a break, it is waived.
- B. The normal lunch break is at least 1/2 an hour. 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.
- C. Employees are encouraged to take rest periods for ergonomic considerations and the avoidance of repetitive movement injuries.

### **Section 3.9 Workers' Compensation and State Disability Insurance**

- A. In accordance with the California Labor Code, LAFCo provides all statutory workers' compensation benefits for LAFCo employees who sustain work-related injuries or illnesses. Pursuant to Labor Code 3700 et seq., any employee claiming a work-related injury shall as soon as possible notify the Executive Officer and the Executive Officer shall notify the Chairperson as soon as possible of the injury and a written report shall be prepared. Employees may be required to submit to an independent medical evaluation to determine the extent of their disability as may be required by LAFCo's workers' compensation insurance carrier.
- B. In lieu of the statutory three (3) day waiting period for temporary disability payments pursuant to Labor Code 4652, whenever an employee is compelled by direction of a physician to be absent from duty due to an injury or illness determined to be work-related by LAFCo, the employee shall receive full compensation for his/her scheduled work days and paid holidays falling during the first three (3) days of such absence. Thereafter, accrued leave shall be integrated with workers' compensation temporary disability benefits pursuant to Section I, below.
- C. In the event that LAFCo is unable to determine if the injury or illness is work-related, the employee shall use sick leave and upon exhaustion of sick leave may utilize any other accumulated leave benefits. If the injury or illness is determined to be work-related, leave benefits will be restored in accordance with Section B, above. Thereafter, accrued leave shall be integrated with workers' compensation temporary disability benefits pursuant to Section I, below.
- D. In the event of a disability which is non-industrial or where industrial causation has yet to be determined, employees shall make timely application for State Disability Insurance temporary disability benefits.
- E. LAFCo will continue to pay the employer share of the monthly premium for medical, vision, dental, and life insurance coverage on behalf of a qualified regular full or part-time employee who is receiving State Disability Insurance for the period of time that he/she has leave accruals to integrate or for the period of time he/she is on approved FMLA leave, whichever is longer.
- F. Sick leave and vacation shall accrue during any pay period in which the employee is receiving workers' compensation temporary disability benefits.
- G. Employees receiving State Disability Benefits will not accrue sick or annual leave during any pay period in which the employee does not have sufficient leave accruals to fully integrate such leave accruals to achieve 100% integration. In the case of an employee who is working less than his/her position allocation while collecting State Disability Benefits, the employee will continue to earn prorated accruals based on actual hours worked.

- H. In accordance with Division 4, Section 3, sick leave may be used for any appointments due to a work-related injury or illness. Up to two (2) hours paid LAFCo time-off may be used to attend repeat medical appointments due to a work related injury or illness. Sick leave may be used for medical appointments due to work related injuries beyond two (2) hours.
- I. Service credit as provided in this Resolution toward longevity compensation and seniority shall not be affected by any pay period during which an employee received both LAFCo paid leave and temporary disability benefits from workers' compensation.
- J. Workers' compensation temporary disability and State Disability Insurance temporary disability benefits shall be integrated with accrued leave as follows:
  - (i) Employees must promptly inform the Executive Officer or his/her designee of their worker's compensation temporary disability benefit amount and provide documentation of receipt for which he/she is eligible.
  - (ii) Employees must promptly inform the Executive Officer or his/her designee (when appropriate) of their State Disability benefit amount and provide documentation of receipt for which he/she is eligible. State Disability Insurance integration is not retroactive beyond one pay period.
  - (iii) Employee's pay, including leave accruals and workers' compensation temporary disability or State Disability Insurance temporary disability benefits shall not exceed the employee's regular gross pay. Gross pay is made up of regular base pay and longevity compensation as applicable. Employees must integrate all required leave to equal 100% of their full time equivalent position.
  - (iv) Upon exhaustion of sick leave, other accumulated leave will be integrated with the weekly Workers' Compensation temporary disability or State Disability Insurance temporary disability benefits.

### **Section 3.10 Computer and E-Mail Usage**

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 can have no expectation of privacy in any documents or materials in these systems. LAFCo reserves the right to access all systems and to monitor use of these systems.

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.

#### **Division 4. Employee Benefits**

##### **Section 4.1 Holidays**

- A. Only regular and part time employees are eligible for paid holidays.
- B. A new employee, whose first working day is the day after a paid holiday, shall not be paid for that holiday.
- C. Employees terminating employment for reasons other than LAFCo retirement and whose last day as a paid employee is the day before a holiday shall not be paid for that holiday.
- D. Employees terminating employment for reasons other than LAFCo retirement may not use vacation leave, sick leave or comp time on the day after a holiday if the last working day is before the holiday. A holiday shall not be used as the date of termination (e.g., January 1st) in order to be paid for that holiday.
- E. Employees on a leave of absence without pay for both the regularly scheduled working day before a holiday and the regularly scheduled working day after a holiday shall not be paid for that holiday.
- F. Part-time employees are eligible for paid holidays on a pro-rata basis as hours worked relates to forty (40) hours.

G. When a paid holiday falls on a Saturday, the preceding Friday is a paid holiday. When a paid holiday falls on a Sunday, the Monday following is a paid holiday.

H. Holidays

Fixed Holidays Include:

January 1 <sup>st</sup>	New Years Day
Third Monday in January	Martin Luther King Jr.'s Birthday
February 12th	Lincoln's Birthday
Third Monday in February	Washington's Birthday
Last Monday in May	Memorial Day
July 4 <sup>th</sup>	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11th	Veterans' Day
Thanksgiving Day	Traditional
Day after Thanksgiving	Day after Thanksgiving
December 25th	Christmas Day

**Section 4.2 Vacation**

A. Every employee, with the exception of the Executive Officer as outlined below, in a full-time regular position shall receive vacation benefit for each pay period of continuous service according to the following schedule:

<b>Pay Periods of Continuous Service</b>	<b>Vacation Credits per Pay Period of Continuous Service</b>	<b>Maximum Earnable Vacation Accrual</b>
0 through 78 pay periods	3.08 hours	160 hours
79 through 259 pay periods	4.62 hours	240 hours
Over 260 pay periods	6.16 hours	320 hours

Vacation accrual shall date from the first of the pay period following the pay period in which the employee commenced such continuous service. If such commencement date was the first working day of the pay period, vacation accrual shall start from such commencement date. Vacation accrual is credited at the end of each pay period and may be taken in the following pay period.

B. Every employee in a part-time position shall receive vacation benefits and maximum earnable vacation accrual in the same ratio to the vacation benefits received by an employee in a full-time position with like pay periods of consecutive service, as the number of hours in the part-time work schedule is to the numbers of hours in the full-time work schedule.

C. The Executive Officer shall receive vacation benefits of 6.16 hours per pay period to a maximum accrual of 440 hours. In the event the Executive Officer is employed on a less

than full time basis, he or she shall receive vacation benefits on a pro rata basis, proportional to their authorized hours, to a maximum accrual of 440 hours.

- D. Vacation time taken shall not be counted as time worked for the purposes of overtime compensation. Absence without pay for more than sixteen (16) working hours in a pay period shall cause the pay period's service not to be counted toward earning vacation credit.
- E. Employees who are terminating their employment for reasons other than paid LAFCo retirement shall not use vacation time to extend their termination date (e.g., requesting vacation time to begin 3-7 and the actual termination date to be 3-13, etc.).
- F. Any person separating from LAFCo who has not taken his/her earned vacation, if any, shall receive the hourly equivalent of his/her salary for each hour of earned vacation, up to the end of the last full pay period worked, based on the pay rate in effect for each person on the last day actually worked. Such payment shall be to the nearest one tenth of an hour. Employees terminating from LAFCo service prior to becoming eligible to take earned vacation credit shall be paid for earned (accrued) vacation. For the purposes of this section, sick leave and compensatory time off with pay shall be counted as days worked. When separation is caused by death of an employee, payment shall be made to the estate of such employee, or in applicable cases, as provided by Section 630 of the Probate Code.
- G. An employee who has accumulated the maximum accrual for his/her years of service (160/240/320/440) hours and who has taken eighty (80) hours of vacation within the previous 26 pay periods, may request payment for up to forty (40) hours of vacation pay by submitting a written request for payment to the Executive Officer or when appropriate the Chairperson. Only one such request may be made or paid during any 12 calendar month period.

#### **Section 4.3 Sick Leave**

- A. Every employee holding a full time position shall accrue 3.70 working hours sick leave with pay for each pay period of service; except, that no employee shall earn sick leave credit during a pay period in which he/she is absent without authorization or in which he/she is absent without pay for more than sixteen (16) working hours. During that pay period in which a leave of absence without pay is granted for two (2) days or less, the employee shall accrue sick leave with pay in proportion to the relationship the time worked during that pay period bears to eighty (80) hours. It shall be computed to the nearest hundred of an hour. If unpaid leave exceeds 16 hours in any pay period, no sick leave will be accrued by the employee for that period. Sick leave accrual is credit at the end of each pay period and may be taken in the following pay period.
- B. Every employee holding a part-time position shall accrue sick leave with pay in proportions to the relationship his/her basic workweek bears to forty (40) hours.

No such employee shall earn sick leave credit during a pay period in which he/she is absent without pay more than fifteen (15) percent of the regularly scheduled working hours for the position.

- C. Temporary employees shall not accrue sick leave.
- D. An employee who enters the service of LAFCo in a regular or limited-term position shall begin earning sick leave dating from the first of the pay period following the pay period in which the employee commenced such continuous service, unless such commencement date was the first working day of a pay period, in which case, the first day of sick leave accrual shall date from the first of the pay period in which the service began
- E. Sick leave may be applied to absence caused by illness, injury, pre-natal care or pregnancy of an employee. Sick leave may be used during pregnancy when the employee's physician certifies that, due to her pregnancy, she is no longer able to perform the duties of her position. The employee shall be required to furnish, at intervals to be determined by the Executive Officer, a certificate from her physician to the effect that, due to her pregnancy, she is physically unable to perform the duties of her position. Sick leave may be used for medical, dental or vision appointments when absence during working hours for this purpose is authorized by the Executive Officer. In any instance involving use of a fraction of a day's sick leave, the amount charged to the employee's sick leave account shall be to the nearest one tenth of an hour. The Executive Officer shall be responsible for the control of abuse of the sick leave privilege. The employee may be required to furnish a certificate issued by a licensed physician or nurse or other satisfactory evidence of illness to the Executive Officer.
- F. Sick leave may be utilized by an employee for the care or attendance of ill or injured members of his/her family, up to a maximum of eighty (80) hours annually.
- G. Sick leave shall not be used in lieu of vacation, but vacation or administrative leave may be used in lieu of sick leave, after accrued sick leave has been exhausted.
- H. No payment shall be made to any employee for unused sick leave accumulated to his/her credit at the time of termination of employment, except as set forth in I below. Termination of an employee's continuous service, except by reason of temporary layoff for lack of work or funds, shall cancel all sick leave accrued to the time of such termination, regardless of whether or not such person subsequently re-enters employment.
- I. When an employee terminates for reasons of regular or disability retirement or death, an amount equal to the dollar value of the employee's accumulated unused sick leave shall be contributed to a Retirement Health Savings Account to assist in payment of retiree medical expenses in accordance with LAFCo policy.
- J. For the purposes of this Section, a member of the immediate family is construed to mean the mother, father, spouse, son, daughter, brother or sister of the employee or the minor child for whom the employee has legal custody.

- K. Hospitalization of a member of the immediate family is a valid reason for sick leave under the following conditions:
  - (i) A day's absence may be authorized for the employee to be at the hospital on the day of an operation, on the day of a birth of his child or in the event of a critical illness of a member of the immediate family. Absences for these reasons for more than one day may be authorized on sick leave only if a doctor provides a written statement that the employee's presence, away from work, is required.
- L. The Auditor-Controller shall maintain sick leave records of all personnel. The Executive Officer or his/her designee shall report the absences of his/her employees for approved sick leave during the pay period concerned.

#### **Section 4.4 Family and Medical Leave**

##### **A. STATEMENT OF POLICY**

- (i) To the extent not already provided for under current leave policies and provisions, LAFCo will provide family and medical care leave for eligible employees as required by state and federal law. The following provisions set forth certain of the rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 (FMLA), and the regulations of the California Family Rights Act (CFRA). Unless otherwise provided by this article, "Leave" under this article shall mean leave pursuant to the FMLA and CFRA.

##### **B. DEFINITIONS**

- (i) "12-Month Period" means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.
- (ii) "Child" means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes, a biological, adopted, foster or step-child, legal ward, or a child of a person standing in loco parentis.

A child is "incapable of self care" if he/she requires active assistance or supervision to provide daily self care in three or more of the activities of daily living or instrumental activities of daily living, such as, caring for grooming and hygiene, bathing, dressing and eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, etc.

- (iii) “Parent” means the biological parent of an employee or an individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.
- (iv) “Spouse” means a husband or wife as defined or recognized under California State law for purposes of marriage or registered domestic partner as defined in Family Code section 297 et seq.
- (v) “Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves:
  - 1) “Inpatient Care” (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, or perform other regular daily activities due to the serious health condition, treatment involved, or recovery therefrom); or
  - 2) “Continuing treatment” by a health care provider: A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
    - a) A period of incapacity (i.e., inability to work, or perform other regular daily activities due to serious health condition) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves:
      - (i) Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision by a health care provider, or by a provider of health care services (e.g., a physical therapist) under orders of, or on referral by a health care provider; or
      - (ii) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider. This includes for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the counter, and can be initiated without a visit to a health care provider, it does not constitute a regimen of continuing treatment.
      - (iii) Any period of incapacity due to pregnancy or for prenatal care. (Note: This entitles the employee to FMLA leave, but not CFRA leave. Under California law, an employee disabled by pregnancy is entitled to pregnancy disability leave.)
- (vi) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:

- 1) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
- 2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and
- 3) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.). Absences for such incapacity qualify for leave even if the absence lasts only one day.
- 4) A period of incapacity which is permanent or long term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider.
- 5) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

(vii) "Health Care Provider" means:

- 1) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of California;
- 2) Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, who directly treats or supervises treatment of a serious health condition;
- 3) Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law;
- 4) Nurse practitioners and nurse-midwives and clinical social workers who are authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law;
- 5) Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; and

- 6) Any health care provider from whom an employer or group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.

#### C. REASONS FOR LEAVE

Leave is only permitted for the following reasons:

- (i) The birth of a child or to care for a newborn of an employee;
- (ii) The placement of a child with an employee in connection with the adoption or foster care of a child;
- (iii) Leave to care for a child, parent, spouse or domestic partner who has a serious health condition; or
- (iv) Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position.

#### D. EMPLOYEES ELIGIBLE FOR LEAVE

An employee is eligible for leave if the employee:

- (i) Has been employed for at least 12 months; and
- (ii) Has been employed for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

#### E. AMOUNT OF LEAVE

Eligible employees are entitled to a total of 12 workweeks of leave during any 12-month period.

- (i) Minimum Duration of Leave

If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for bonding with a newborn for at least one day, but less than two weeks duration on any two occasions.

If leave is requested to care for a child, parent, spouse or the employee him/herself with a serious health condition, there is no minimum amount of leave that must be taken. However, the notice and medical certification provisions of this policy must be complied with.

(ii) Spouses or Domestic Partners Both Employed by LAFCo

In any case in which a husband and wife both, or domestic partners, are employed by the LAFCo are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 12 workweeks during any 12-month period if leave is taken for the birth or placement for adoption or foster care of the employees' child (i.e., bonding leave). This limitation does not apply to any other type of leave under this policy.

F. EMPLOYEE BENEFITS WHILE ON LEAVE

- (i) Leave under this policy is unpaid. While on leave, employees will continue to be covered by LAFCo's group health insurance to the same extent that coverage is provided while the employee is on the job.
- (ii) Employees may make the appropriate contributions for continued coverage under the preceding non-health benefit plans by payroll deductions or direct payments made to these plans. Depending on the particular plan, LAFCo will inform the employee whether the premiums should be paid to the carrier or to LAFCo. Coverage on a particular plan may be dropped if an employee is more than 30 days late in making a premium payment. However, the employee will receive notice at least 15 days before coverage is to cease, advising that he/she will be dropped if the premium payment is not paid by a certain date. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave.
- (iii) If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, LAFCo shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave, or because of circumstances beyond the employee's control. LAFCo shall have the right to recover premiums through deduction from any sums due LAFCo (e.g. unpaid wages, vacation pay, etc.)

G. SUBSTITUTION OF PAID ACCRUED LEAVES

While on leave under this policy, as set forth herein, an employee may elect to concurrently use paid accrued leaves. Similarly, the LAFCo may require an employee to concurrently use paid accrued leaves after requesting FMLA and/or CFRA leave, and may also require an employee to use Family and Medical Care Leave concurrently with a non-FMLA/CFRA leave which is FMLA/CFRA-qualifying.

- (i) Employee's Right To Use Paid Accrued Leaves Concurrently With Family Leave - Where an employee has earned or accrued paid vacation, or compensatory time, that paid leave may be substituted for all or part of any (otherwise) unpaid leave under this policy.

- (ii) As for sick leave, an employee is entitled to use sick leave concurrently with leave under this policy if:
  - 1) The leave is for the employee's own serious health condition; or
  - 2) The leave is needed to care for a parent, spouse, domestic partner or child with a serious health condition, and would be permitted as sick leave under the LAFCo's sick leave policy.
- (iii) LAFCo's Right To Require An Employee To Use Paid Leave When Using FMLA/CFRA Leave - Employees must exhaust their accrued vacation, administrative and sick leaves concurrently with FMLA/CFRA leave with one exception:
  - 1) Employees will only be required to use sick leave concurrently with FMLA/CFRA leave if the leave is for the employee's own serious health condition.
- (iv) The LAFCo's Right To Require An Employee To Exhaust FMLA/CFRA Leave Concurrently With Other Leaves - If an employee takes a leave of absence for any reason which is FMLA/CFRA qualifying, the LAFCo may designate that non-FMLA/CFRA leave as running concurrently with the employee's 12-week FMLA/CFRA leave entitlement.

#### H. MEDICAL CERTIFICATION

Employees who request leave for their own serious health condition or to care for a child, parent, spouse or domestic partner who has a serious health condition must provide written certification from the health care provider of the individual requiring care if requested by LAFCo.

- I. If the leave is requested because of the employee's own serious health condition, the certification must include a statement that the employee is unable to work at all or is unable to perform the essential functions of his/her position.

- (i) Time to Provide a Certification

When an employee's leave is foreseeable and at least 30 days notice has been provided, if a medical certification is requested, the employee must provide the requested certification to LAFCo within the time frame requested by LAFCo (which must allow at least 15 calendar days after the employer's request), unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

- (ii) Consequences for Failure to Provide an Adequate or Timely Certification

If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to cure any such deficiency.

However, if an employee fails to provide a medical certification within the time frame established by this policy, LAFCo may delay the taking of FMLA/CFRA leave until the required certification is provided.

J. EMPLOYEE NOTICE OF LEAVE

Although LAFCo recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least 30 days' notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. Such notice may be orally given. If LAFCo determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, LAFCo may delay the granting of the leave until it can, in its discretion, adequately cover the position with a substitute.

**Section 4.5 Bereavement Leave**

Employees shall be entitled to a bereavement leave, not chargeable to vacation or sick leave, in the event of the death of one of the following members of the employee's family:

- natural, step, adoptive parents and grandparents of the employee;
- natural, step, adopted children and grandchildren of the employee;
- natural and step brothers and sisters of the employee;
- present spouse of the employee;
- ex-spouse who is a natural or adoptive parent of a minor child in the custody of the employee;
- natural and adopted brothers and sisters of the employee's spouse;
- present spouses of the employee's natural and adopted brothers and sisters;
- son-in-law and daughter-in-law of the employee.

Such leave shall be a maximum of forty (40) hours within ten (10) consecutive calendar days, whether services are within the State or outside the State of California. Leave benefits will be prorated for part-time employees based upon the number of hours worked (for example, a halftime employee has a maximum of twenty (20) hours). Employees desiring more time off under these circumstance may request vacation or other appropriate leaves which may or may not be granted at the sole discretion of the Executive Officer when appropriate, the Chairperson. LAFCo may require an affected employee to submit proof of qualifying relationship in order to be eligible for bereavement leave.

**Section 4.6 Leave of Absence Without Pay**

- A. A leave of absence may be granted only to an employee upon the exhaustion of all other appropriate leave balances and the employee must have a satisfactory employment record.

The Executive Officer or Commission may authorize a leave of absence for an employee without pay for a period of time not to exceed thirty (30) calendar days. Additional leave may be granted but only if authorized by the Commission

- B. A leave of absence request shall normally be initiated by the employee, but may be initiated by the Executive Officer.
- C. Neither leave accruals nor benefits shall accrue while an employee is on leave of absence without pay, except as required under the Federal Family and Medical Leave Act.
- D. Immediately prior to or at the time of return from leave of absence to active duty the employee may be required by the Executive Officer to submit a statement from his/her physician certifying as to his/her physical and/or mental ability to resume the duties of his/her position.
- E. Whenever an employee has been granted a leave without pay and desires to return before expiration of such leave, the Executive Officer or when appropriate the Chairperson may require that reasonable notice not in excess of fifteen (15) calendar days be given.
- F. A leave of absence may be revoked by the Executive Officer or when appropriate the Chairperson upon evidence that the cause for granting leave was misrepresented or has ceased to exist.
- G. Failure to return at the expiration date of leave of absence or being absent without leave shall be considered as an automatic resignation. Such a resignation may be rescinded by the Executive Officer or when appropriate the Chairperson if the employee presents satisfactory reasons his/her absence within three (3) days of the date his/her automatic resignation became effective.
- H. A leave of absence without pay may be granted for any of the following reasons:
  - (i) Illness or disability
  - (ii) Pregnancy or Childbirth
  - (iii) To take a course of study which will increase the employee's usefulness on return to his/her position.
  - (iv) For reasons acceptable to the Executive Officer or when appropriate to the Commission.
  - (v) Illness of a family member or other qualifying criteria under the Federal Family and Medical Leave Act.

#### **Section 4.7 Jury Duty**

Any employee ordered to appear as a witness in court other than as a litigant, to serve on a jury or to respond to an official order from another governmental jurisdiction for reasons not brought about through the misconduct of the employee shall be entitled to his/her regular pay provided the employee deposits fees received for such services, exclusive of mileage, with LAFCo's treasurer within thirty (30) calendar days after his/her excused absence for such duty. Requests for Jury Duty leave should be made by presenting the official court summons to the Executive Officer as soon as possible after receipt. Verification of time release for jury duty is required.

Employees are expected to report for work whenever the court schedule permits, including any remaining parts of a normally scheduled workday. Jury Duty is not considered as time worked for overtime compensation purposes.

#### **Section 4.8 Insurance and Service Plans**

**A. Medical Insurance**

Employees in regular or limited term positions have the option of becoming members of the Public Employees' Medical and Hospital Care Act ("PEMHCA" or "PERS Health") insurance program. LAFCo's monthly contribution to provide health insurance benefits for the individual employee and the employee's eligible dependents shall be adjusted in accordance with the Minimum Employer Contribution ("MEC") established by PEMHCA.

**B. Retiree Medical Insurance**

All employees who have concurrently retired from LAFCo and from the California Public Employees' Retirement System ("PERS") may participate in the PERS Health insurance program at their own expense. LAFCo shall contribute the Minimum Employer Contribution ("MEC") established by PERS.

**C. Cafeteria Plan**

LAFCo's contribution toward the cafeteria plan shall be set at 75% of the 2014 PEMHCA Bay Area Kaiser Permanente family rate minus the PEMHCA MEC. Effective with coverage effective January 1, 2015, LAFCo's contribution toward the health plan shall be set at 75% of the 2015 PEMHCA Bay Area Kaiser Permanent family rate minus the PEMHCA MEC.

An employee may use LAFCo's contribution to the cafeteria plan toward the medical insurance plan for which s/he has elected to enroll.

An employee who has unused (unspent) cafeteria plan contributions shall retain those contributions as additional earnings (wages), but only to a maximum of \$334.58 per month.

An employee who waives health insurance because the employee demonstrates to LAFCo that s/he has alternate health insurance coverage shall receive \$500.00 per month minus the PEMHCA MEC.

A regular or limited term part-time employee shall receive a pro-rata amount of the total sum of the PEMHCA MEC and the cafeteria plan of the full-time employee contribution in proportion to the relationship their basic workweek bears to forty hours. That total amount shall first be allocated to the PEMHCA MEC and any remaining employer contribution shall then be allocated to the cafeteria plan.

Health Care Reimbursement Account: During an annual open enrollment period (normally November), an employee may elect to enter into a salary reduction agreement with LAFCo whereby LAFCo will direct the amount of the salary reduction on a pre-tax basis into the

employee's Health Care Reimbursement Account ("HCRA"). The employee's election is irrevocable until the next open enrollment period, except on the occurrence of a qualifying event specified in the LAFCo Plan Document. The employee will forfeit all unused funds remaining in his/her HCRA at the end of the plan year or at the end of the grace period, if any, allowed under the LAFCo Plan Document, whichever is later. During the period allowed under the Plan Document, the employee may use the funds in his/her HCRA to obtain reimbursement for otherwise unreimbursed eligible medical expenses.

Dependent Care Reimbursement Account: During an annual open enrollment period (normally November), an employee may elect to enter into a salary reduction agreement whereby LAFCo will direct the amount of the salary reduction on a pre-tax basis into the employee's Dependent Care Reimbursement Account ("DCRA"). The employee's election is irrevocable until the next open enrollment period, except on the occurrence of a qualifying event specified in the LAFCo Plan Document. The employee will forfeit all unused funds in his/her DCRA at the end of the plan year or at the end of the grace period, if any, allowed under the LAFCo Plan Document, whichever is later. During the period allowed under the Plan Document, the employee may use the funds in his/her DCRA to obtain reimbursement of eligible dependent care expenses.

D. Dental Insurance

Employees in regular or limited term positions are eligible for dental insurance coverage for the employee and eligible dependents beginning on the first of the month following three (3) months of continuous service with LAFCo.

LAFCo will pay on behalf of each eligible full-time employee and his/her eligible dependents one hundred percent (100%) of the monthly dental care insurance premium rate charged by the Plan Provider. LAFCo's contribution will be prorated for regular part-time employees, to reflect the same percentage that the regularly scheduled hours in the employee's basic workweek bears to forty (40) hours. Premium amounts in excess of LAFCo's contribution will be paid by the participating employee through payroll deduction.

LAFCo intends to retain the existing plan of dental insurance benefits. However, if the insurance plan provider mandates a change in the benefit plan and LAFCo did not request the change, then LAFCo will have no obligation to replace benefits eliminated or modified by the Plan provider.

LAFCo reserves the right to eliminate or provide additional dental insurance plans.

E. Vision Insurance

Employees in regular or limited term positions are eligible for vision insurance coverage for the employee and eligible dependents beginning the first of the month following three (3) months of continuous service with LAFCo.

LAFCo will pay one hundred percent (100%) of the monthly vision plan insurance premium rate charged on behalf of each regular full-time employee and his/her eligible dependents. LAFCo's contribution will be prorated for regular part-time employees, to reflect the same percentage that the regularly scheduled hours in the employee's basic workweek bears to forty (40) hours. Premium amounts in excess of LAFCo's contribution will be paid by the participating employee through payroll deduction.

LAFCo intends to maintain the existing Plan of vision insurance benefits. However, if the insurance plan provider mandates a change in benefits and LAFCo did not request the change, then LAFCo will have no obligation to replace benefits eliminated or modified by the Plan provider.

LAFCo reserves the right to eliminate or provide additional vision insurance plans.

F. Life Insurance

Employees in regular or limited term positions are eligible for life insurance coverage and accidental death and dismemberment insurance for the employee beginning the first of the month following six (6) months of continuous service with LAFCo.

The basic life insurance policy and the accidental death and dismemberment insurance policy are each valued at one and one-half (1.5) times the employee's annualized monthly base salary valued up to the next thousand dollars (e.g., if annualized wage equals \$21,100 then life insurance policy is valued at \$22,000) to a maximum policy of three hundred fifty thousand dollars (\$350,000). An employee may purchase supplemental life insurance under costs, terms and conditions specified by the insurance plan provider.

LAFCo pays one hundred percent (100%) of the life insurance premium on behalf of each regular employee.

LAFCo shall maintain the existing life insurance benefits. However, it is understood that insurance plan providers from time to time mandate changes in benefits and LAFCo has no responsibility for replacement of benefits which may be eliminated or modified by any plan provider.

LAFCo reserves the right to eliminate or provide additional life insurance plans.

G. Deferred Compensation

A Deferred Compensation Program as established by LAFCo, is available to all employees employed in regular or limited term positions. Such programs are hereby incorporated by reference.

To encourage LAFCo remployee participation in the deferred compensation program, LAFCo will contribute a dollar for dollar match up to a maximum of five dollars (\$5) a pay period to the deferred compensation account of any LAFCo employee who is actively enrolled in the deferred compensation program.

H. Short Term Disability Insurance

LAFCo participates in the State Disability Insurance program for employees and employees shall have deducted from their paychecks the cost of the State Disability Insurance program.

I. Long Term Disability Insurance

Employees in regular or limited term positions are eligible for long term disability insurance

coverage for the employee beginning the first of the month following six (6) months of continuous service with LAFCo.

The long term disability insurance policy provides a replacement income benefit, generally and as described by the plan, of 60% of basic monthly earnings to a maximum benefit of \$12,000 of monthly base pay.

LAFCo pays one hundred percent (100%) of the long term disability insurance premium on behalf of each regular employee.

LAFCo shall maintain the existing long term disability insurance benefits. However, it is understood that insurance plan providers from time to time mandate changes in benefits and LAFCo has no responsibility for replacement of benefits which may be eliminated or modified by any plan provider.

LAFCo reserves the right to eliminate or provide additional long term disability insurance plans.

#### **Section 4.9 Unemployment Benefits**

Employees are covered under the State of California Unemployment Insurance Benefits Program.

#### **Section 4.10 Pregnancy Leave**

A. Eligibility: In accordance with applicable law and this policy, female employees are eligible for a leave of absence and/or transfer on account of pregnancy, regardless of length of service with LAFCo.

B. Pregnancy Disability Leave

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.

Pregnancy disability leave is for any period(s) of actual disability caused by pregnancy, childbirth, or related medical conditions. Where medically advisable, pregnancy disability leave may be taken for a reasonable period of time, up to four months per pregnancy (eighty-eight workdays for a full-time employee). Employees who regularly work more or less than a 40-hour workweek are entitled to such leave on a pro rata basis.

C. Leave Due to Normal Childbirth

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

D. Leave and Other Reasonable Accommodation Requests

- (i) Pregnant employees should notify the Executive Officer as soon as possible regarding their intent/need to take a leave of absence due to pregnancy, childbirth, or related medical conditions. Such notice should specify the anticipated timing and duration of the leave.
- (ii) Where the need for a leave of absence is foreseeable, employees must provide such notice at least 30 days prior to the date the leave 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 is subject to the approval of the employee's health care provider.)
- (iii) 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 where the need for leave is an emergency or was otherwise unforeseeable.
- (iv) LAFCo shall respond to the leave 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.
- (v) Reasonable accommodation other than leave will be granted upon request. Such requests must be supported by a written certification from the employee's health care provider.

E. Intermittent Leave

Pregnancy disability leave need not be taken in one continuous block. It may be taken on an as-needed basis, intermittently or on a reduced work schedule.

F. Temporary Transfers

- (i) 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.
- (ii) 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:
  - 1) Create additional employment;
  - 2) Discharge another employee;
  - 3) Transfer a more senior employee in order to make room for the pregnant employee's transfer; or
  - 4) Promote or transfer the employee or any other employee to a position for which he/she is not qualified.

G. Certifications

- (i) 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.
- (ii) The medical certification should include:

The date on which the employee became disabled due to pregnancy or the date of the medical advisability for the transfer;

The probable duration of the period(s) of disability or the period(s) for the advisability of the transfer; and

A statement that, due to the disability, the employee is unable to work at all or to perform any one or more of the essential functions of her position without undue risk to herself, to the successful completion of her pregnancy, or to other persons or a statement that, due to pregnancy, the transfer is medically advisable.

H. Recertification

Recertification may be required where additional time is requested.

I. Fitness for Duty

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

J. Pay During Leave

- (i) 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 leave.
- (ii) 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.
- (iii) 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.

K. Reinstatement

- (i) 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.

- 1) 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.
  - 2) If the actual reinstatement date differs from the original agreement, the employee will be reinstated within two business days, where feasible, after the employee notifies LAFCo of her readiness to return and provides medical certification of her fitness for duty.
  - 3) Failure to return to work on the next work day following the expiration of pregnancy disability leave may be grounds for termination of employment.
- (ii) The employee is not, however, entitled to any greater right of reinstatement than she would have had if she had not taken leave. Thus, reinstatement to the “same position” may be denied if:
- 1) 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; or
  - 2) Each means of preserving the job or duties for the employee (such as leaving it unfilled or filling it with a temporary employee) would substantially undermine LAFCo’s ability to operate safely and efficiently.
- (iii) 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:
- 1) There is no comparable position open on the employee’s scheduled date of reinstatement or within 10 working days thereafter; or
  - 2) The pregnancy disability leave does not qualify as leave pursuant to the Federal Family and Medical Leave Act (“FMLA”) and a comparable position is available, but filling the available position with the returning employee would substantially undermine LAFCo’s ability to operate safely and efficiently.
- (iv) 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

- (i) In general, employees taking pregnancy disability leave will be treated the same as other similarly situated employees taking disability leave.

- (ii) 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.
- (iii) 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

Pursuant to the FMLA, where an eligible employee is on pregnancy disability/FMLA leave, LAFCo will continue the employee's group health insurance coverage for up to a maximum of 12 weeks under the same terms and conditions as applied prior to the leave of absence.

- (i) 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.)
- (ii) If the employee is not eligible for continued paid coverage or if coverage ceases after 12 weeks, the employee may continue group health insurance coverage pursuant to federal and state COBRA guidelines.
- (iii) LAFCo is not required to continue paying group health insurance premiums during pregnancy disability leave which does not also constitute FMLA leave.

O. California Family and Medical Leave

The right to take a pregnancy disability 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.

- (i) 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.
- (ii) 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.
- (iii) 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.

- (iv) 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.

#### **Section 4.11 Administrative Leave**

- A. In recognition that their responsibilities occasionally require work in excess of the normal 40 hour week, the Executive Officer and the LAFCo Analyst position shall receive Administrative Leave benefit. This will be in lieu of any payment of overtime or compensatory time off for work performed in excess of 40 hours per week.
  - (i) The above referenced full-time positions shall be granted eighty (80) hours of Administrative Leave effective July 1 of each year. Any employee incumbent in an eligible position for less than a full fiscal year shall be eligible for a pro-rata lump sum number of Administrative Leave hours at a rate of 3.0769 hours times the number of full pay periods remaining in the fiscal year. Employees working in regular positions on a less than full-time basis shall accrue Administrative Leave on a pro-rata basis, proportional to the number of authorized hours employed.
  - (ii) Use of Administrative Leave is subject to approval of the Executive Officer. Administrative Leave may be taken in increments of not less than one (1) hour. In the event it is the Executive Officer's determination that an employee covered by this provision has worked an extraordinary number of hours over the forty (40) hour workweek, the Executive Officer may approve additional informal administrative leave for that employee.
  - (iii) No eligible employee shall carry over Administrative Leave from one fiscal year to another. Employees who have unused Administrative Leave at the end of the fiscal year shall be paid for those remaining hours at the employee's base rate of pay in effect on the last pay period in the outgoing fiscal year in the following manner:
    - 1) Convert all unused Administrative Leave to their Retirement Health Savings Account in July of each year.
  - (iv) Subject to advance approval by the Executive Officer, Administrative Leave may be taken at any time during the fiscal year, but must be taken within the fiscal year in which it is given. Administrative Leave may be used as sick leave, but only after all accrued sick leave has been exhausted.
  - (v) No person shall be permitted to work for compensation for LAFCo in any capacity while on paid Administrative Leave.
  - (vi) Any employee who separates from LAFCo employment shall not receive any compensation for any unused Administrative Leave.

#### **Section 4.12 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). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

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

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

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

- A 'qualifying exigency' arising out of a covered family member's active duty or call to active duty in the Armed Forces in support of a contingency plan: and/or
- To care for a covered family member who has incurred an injury or illness while in the Armed Forces provided that such injury or illness renders the family member medically unfit to perform duties of the member's office, grade, rank or rating and is certified by the servicemember's health care provider.

When leave is due because of a 'Qualified Exigency' concerning the military duty of a family member: an eligible employee may take up to 12 workweeks of leave during any 12-month period.

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

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

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

## Division 5. Salary Plan Administration

### Section 5.1 Pay for New Employees

The Executive Officer or when appropriate the Commission shall appoint new employees to the appropriate salary for the position, as approved by the Commission in the budgetary process.

### Section 5.2 Salary Plan

- A. During the annual budget review and at other times deemed necessary, the Executive Officer shall submit for the Commission's consideration a proposed Salary Plan. Any COLAs awarded to employees will be part of the Salary Plan. (See **Appendix A, Salary Schedule.**)
- B. The Commission shall perform a written evaluation of the Executive Officer once a year per the LAFCo By-Laws as part of the budgetary process.
- C. The Executive Officer shall perform a written evaluation for employees once a year as part of the budgetary process. A successful review may result in a raise dependent upon the budgetary outcome and other Agency needs. LAFCo employees serve in an "at will" capacity; a satisfactory evaluation is not an assurance of continued employment.
- D. Eligible Employees in Appendix B, hired on the effective date of the resolution establishing personnel policies for LAFCo, shall still be eligible for the Salary Steps listed in Supplemental B.

### Section 5.3 Merit Increases within Grade

- 1. Merit increases shall not be automatic, but shall be given only upon the recommendation of the department head.
- 2. The merit increase eligibility dates for all employees hired or promoted into classifications in this unit shall be the first day of the pay period following completion of 26 full pay periods.
- 3. The merit increase eligibility date for employees in regular positions shall be the first day of the pay period following completion of the number of full pay periods of service indicated as follows:

After	26 Pay Periods	26 Pay Periods	26 Pay Periods	26 Pay Periods
Salary Grade Steps	2	3	4	5

Employment beginning on the first working day of a pay period shall be considered as beginning on the first calendar day of that pay period. If the first working day is after the first Monday (Tuesday if Monday is a holiday) of the pay period, time will accrue from the first day of the next pay period for step increases and eligible fringe benefit accrual.

Other than military leave, a leave-of-absence without pay exceeding seven (7) consecutive calendar days in a pay period shall defer a merit increase eligibility date by an amount equal to the number of pay periods during which the employee was on leave-of-absence without pay.

4. An employee in a regular part-time position shall be treated identically to an employee in a regular full-time position except that merit increases shall be granted in the same proportion as hours of work relate to the hours of work of a regular full-time position.
5. Each merit increase within grade shall be accompanied by a performance evaluation documenting the satisfactory performance of the employee. The merit increase shall consist of one step on the salary range for the class.
6. An overall rating of either unacceptable or improvement needed requires a performance re-evaluation no later than four (4) pay periods following the scheduled merit increase eligibility date. If the employee shows no improvement, the appointing authority must recommend action to be taken.
7. If, in the Executive Officer's judgment (or, as appropriate the Commission's judgment), the employee's performance does not merit a salary increase on the merit increase eligibility date, and a deferment of a decision accompanied by an effort at improved performance might be productive, the Executive Officer (or, as appropriate the Commission) shall complete the structured merit rating and defer a decision regarding the merit increase. A merit increase decision may be deferred for any number of pay periods, not to exceed 13. A merit increase may be deferred only once for any given step on the grade for the class. The Executive Officer or, as appropriate, the Commission, may reopen the matter by submitting another merit rating and recommendation. An employee's merit increase eligibility date shall not be changed by any deferment.
8. If an employee's merit increase eligibility date is overlooked through an error and, upon discovery of the error, the employee is recommended for merit increase, the employee shall be compensated for the additional salary he or she would have received dating from the original merit increase eligibility date.

## **Section 5.4 Longevity Compensation**

### **A. Longevity Compensation provided to the Executive Officer:**

For the purposes of longevity, continuous service is defined as employment in a regular position which has not been interrupted by resignation, discharge, or retirement. The Executive Officer shall receive credit for prior years of longevity compensation service credit for employment with California cities, counties, joint power authorities, and other special districts as approved by the LAFCO Chairperson or his/her delegate. The LAFCO Executive Officer shall receive longevity compensation of:

2.5% increase upon completion of the following years of service:  
10 years, 15 years, 20 years, 25 years, 30 years, 35 years

Longevity Compensation provided to other LAFCO regular employees: For the purposes of longevity, continuous service is defined as employment in a regular position which has not been interrupted by resignation, discharge, or retirement. Regular employees shall receive longevity compensation of:

2.5% increase upon completion of the following years of service  
10 years, 20 years, 25 years, 30 years

- B.** Employees in part-time positions shall be entitled to longevity compensation in the same ratio to the longevity compensation received by employees in a full-time position as the number of hours in the part-time work schedule is to the number of hours in the full-time work schedule.
- C.** Upon qualifying the longevity increase, any further pay increase shall be in addition thereto, and not restricted or reduced by any reason of the longevity increase.
- D.** An employee who is laid off and subsequently re-employed in the same position within twenty-four (24) months by approval of the Executive Officer or when appropriate, the Commission will have continuous service credited to him or her for actual time worked prior to layoff for purposes of vacation and longevity pay eligibility

## **Section 5.5 Overtime; CTO**

- A.** "Overtime" Defined. Unless otherwise stated in a memorandum of understanding, "overtime" is all hours an overtime-eligible employee actually works over 40 in his or her work week. Overtime is compensated at 1.5 times the Fair Labor Standards Act regular rate of pay. Only actual hours worked shall be counted toward the 40-hour threshold for purposes of calculating FLSA overtime pay. No overtime shall be recorded or reported for less than 6 minutes of work.
- B.** Failure to obtain preapproval prior to working overtime could subject the Employee to discipline.

- C. LAFCo has determined that certain classifications are exempt and not eligible for overtime in accordance with the Fair Labor Standards Act. Those classifications designed as exempt from overtime provisions are identified in **Appendix B, List of Positions Exempt from Overtime Requirements.**

#### **Section 5.6 Salary Payment Procedure**

- A. A pay period shall begin on a Sunday and end on a Saturday (14 days) and shall consist of eighty (80) working hours. Such pay periods will be as established by the Auditor-Controller. Employees shall be paid every other Friday.
- B. Compensation for each employee for whom compensation is established shall be paid out of the LAFCo fund upon certification from the Executive Officer that the employee has performed the services set forth in such certificates.
- C. When an employee separates from LAFCo and use of the regularly scheduled certification would create an inequitable delay, the Executive Officer or when appropriate the Chairperson, may immediately file a special payroll certification of such separation with the Auditor-Controller. The Auditor-Controller may draft a warrant for the period of time or day or both due such employee up to the time of separation.

#### **Section 5.7 Employee Recognition**

In addition to any other compensation provided to officers and employees of LAFCo, Commissioners and employees may be recognized for outstanding achievement and/or contributions towards excellence by adoption of the Commission. This recognition may be in the form of additional compensation, a gift certificate or gift.

#### **Section 5.8 Overpayments**

- A. This provision applies when the Auditor-Controller determines that an error has been made to either the employees earnings, taxes, deductions or accrued leaves. In such cases, LAFCo, for the purposes of future compensation, shall adjust such earnings, taxes, deductions or accrued leaves to the correct rate. The Auditor shall give written notice to the employee of the error. As used in this section:
  - (i) "Earnings" means the biweekly rate of pay.
  - (ii) "Taxes" means payment of Social Security (to applicable employees), Medicare or State Disability taxes; excluding federal and state withholding taxes.
  - (iii) "Deductions" means employee paid deductions, including but not limited to medical premiums and retirement deductions; excluding voluntary deductions (such as deferred compensation).
  - (iv) "Accrued Leave" means vacation, sick leave, compensatory time off and all other types of authorized leave with pay.

- (v) "Overpayment" means any compensation or accrued leave that has been overpaid or over-credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system error.
  - (vi) "Underpayment" means any compensation or accrued leave that has been underpaid or under-credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.
- B. In the case of an overpayment of earnings or under withheld taxes or deductions, the employee shall reimburse LAFCo. The employee has the following options for reimbursement:
- (i) Full payment through a payroll adjustment if total amount of reimbursement does not exceed biweekly earnings.
  - (ii) Full payment by personal check, money order or cashier's check if total amount of reimbursement exceeds biweekly earnings.
  - (iii) For installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred.
  - (iv) A method mutually agreed upon by the employee and the Auditor-Controller.
- C. In the case of underpayment, LAFCo will pay the employee a one-time adjustment through payroll. In the case of a leave accrual error which results in an overpayment, reimbursement may be made through one (1) of the following methods as mutually agreed by the employee and the Auditor-Controller.
- (i) Full payment through payroll adjustment if total amount of reimbursed does not exceed biweekly earnings.
  - (ii) Full payment by a personal check, money order or cashier's check if total amount of reimbursement exceeds biweekly earnings.
  - (iii) For installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred.
  - (iv) In the case of a leave accrual error, which results in an incorrect accrued leave balance, a one-time adjustment will be processed through payroll.
- D. An employee whose employment terminates prior to any reimbursements or adjustments being fully completed or satisfied; shall have the remaining balance withheld from any final compensation due to the employee, providing the final compensation is sufficient to provide for full reimbursement or adjustment. If the employee's final compensation is not sufficient to provide for full reimbursement or adjustment, LAFCo retains the right to exercise other legal means to recover the remaining amount owed.
- E. Any amount of overpayment for a period earlier than three (3) years prior to the date of the Auditor's initial written notice to the employee shall be deemed waived and not reimbursable.

- F. The provisions of this section do not apply to grievance disputes which contend that LAFCo has underpaid by misapplying or incorrectly interpreting the terms of this or any other previous agreement. The time limits for the filing and processing of any grievance shall not be deemed to be excused, extended or otherwise modified by the provisions of this section.
- G. The provisions of this section only apply to errors involving earnings, taxes, deductions and accrued leave. No provision of this section shall preclude the correction or recovery of past errors (overpayments or other losses) which were the result of other matters.

## **Division 6. Retirement Benefits**

### **Section 6.1 Retirement**

- A. Existing PERS Contract  
Subject to the terms of this section, the LAFCo will maintain its contract with the California Public Employees Retirement (PERS) and the benefits currently provided thereunder.
- B. PEPRA Tier  
Effective January 1, 2013 LAFCo implemented a new pension tier in accordance with and subject to the terms of the Public Employee Pension Reform Act of 2013. The new pension tier is referred to as the "PEPRA tier."
- C. PEPRA Basic Retirement Formula  
For employee required by law to participate in the PEPRA tier, the PEPRA established a pension formula of two percent (2%) of pensionable compensation for each qualifying year of service at the normal retirement age of 62 years. For purposes of this formula, PERS will calculate an eligible retiree's pension based on the average annual pensionable compensation earned by the member during the thirty-six (36) consecutive month period immediately preceding retirement (or date of last separation from service if prior to retirement) or any other period of thirty-six (36) consecutive months during the member's applicable service that the member designates.
- D. Disputes Over PEPRA  
If an employee or any recognized employee association/union disputes the manner in which LAFCo applies the PEPRA tier to employees, neither the employee nor the employee association/union may submit the matter as a grievance under any LAFCo-adopted Grievance Procedure. If any term of this Personnel and Salary Resolution conflicts with the PEPRA or any amendment thereto, the PEPRA or such amendment will prevail.
- E. Pre-PEPRA 2.7% at Age 55 Formula Tier  
LAFCo's contract with the Public Employees Retirement System provides Miscellaneous Retirement formula (2.7% @ age 55) for employees who are not required by law to participate in the PEPRA tier.

For purposes of this formula, PERS will calculate an eligible retiree's pension based on the average annual pensionable compensation earned by the member during the twelve (12) consecutive month period immediately preceding retirement (or date of last separation from service if prior to retirement) or any other period of twelve (12) consecutive months during the member's applicable service that the member designates.

F. Phase Out of Employer Paid Member Contribution

LAFCo pays to PERS eight percent (8%) of the employee's pensionable pay toward the employee Member Contribution for employees that are not members of the PEPRAs, and reports to PERS the same as additional reportable compensation for pension calculations ("EPMC as reportable compensation").

Effective August 17, 2014 LAFCo shall no longer report the employer paid member contributions as additional reportable compensation.

Effective August 17, 2014 LAFCo payment of the employee's Member Contribution shall be reduced from eight percent (8%) to zero percent (0%) for the LAFCo Executive Officer and thereafter the LAFCo Executive Officer shall pay his/her own portion of the retirement costs. Effective August 17, 2014 LAFCo payment of the employee's Member Contribution shall be reduced from eight percent (8%) to four percent (4%) for all other employees and employees shall pay his/her own four percent (4%) of the retirement costs; the LAFCo payment of the employee's Member Contribution shall be further reduced to two percent (2%) and each employee shall pay his/her own six percent (6%) effective February 15, 2015; and shall be further reduced to zero percent (0%) effective June 21, 2015 and thereafter each employee shall pay his/her own portion of the retirement costs.

G. Employee Payment of PERS Member Contributions.

1. PEPRAs Member Contributions.

Members of the PEPRAs tier will contribute toward the PEPRAs tier employee contribution in an amount equal to not less than fifty percent (50%) of the normal cost of the new tier, as determined from time to time by PERS, or the amount of the contribution provided in this Personnel and Salary Resolution for members of the PEPRAs tier, whichever is greater. Such contribution will be made by payroll deduction.

2. Non-PEPRAs Member Contribution.

Employees subject to the Pre-PEPRAs formulas described in paragraph 6.1.E above will, through August 16, 2014 contribute zero percent (0%) of the applicable PERS member contribution by payroll deduction. Thereafter, employees shall be responsible for paying their own portion of the applicable PERS member contribution, except for any portion identified in paragraph 6.1.F as an employer-paid contribution.

3. Employee Payment For Pre-PEPRA Formula Enhancement.

In January 2004, Solano County amended its contract with PERS to provide for the 2.7% @ 55 retirement formula. The cost of this benefit was established by PERS (\$75,035,452). Solano County and its non-safety employees and their respective collective bargaining units agreed that such cost would be the responsibility of the employees. Solano County agreed to allow the employees to pay for that plan enhancement by payroll deduction with the cost amortized over twenty (20) years. Similarly, LAFCo employees were originally participants in that Solano County 2.7 @ 55 retirement formula and agree, in conjunction with the contracting by LAFCo with PERS, for the 2.7 @ 55 retirement formula for LAFCo employees to also subscribe to that exact same cost sharing. LAFCo employees will pay for the 2.7 @ 55 retirement formula enhancement, at the same amount and for the same duration, as do the mid-management employees of Solano County.

4. Pre-Tax Treatment PERS Member Contributions.

To the extent permitted by applicable law, employee contributions toward the Employee's and Employer's PERS contributions will be deducted on a pre-tax basis pursuant to and in accordance with section 414(h)(2) of the Internal Revenue Code.

## **Section 6.2 Social Security**

LAFCo employees opted out of the Section 218 Agreement with the Social Security Administration and do not receive work credit toward Social Security benefits through employment with LAFCo. Through September 27, 2014 in lieu of Social Security contributions, LAFCo will contribute the employer's normal rate as taxable cash back to the employee, and thereafter such contribution shall be discontinued.

Employees do have coverage under Medicare in accordance with the provisions of law. This system requires contributions by both the employee and employer in accordance with schedules provided by the federal government.

## **Section 6.3 Deferred Compensation**

LAFCo has established a 457 deferred compensation plan program through which employees can participate in a voluntary, payroll-deducted supplementary retirement program.

## **Division 7. Tuition Reimbursement Program**

### **Section 7.1 Objectives**

The Tuition Reimbursement Program is designed to encourage employees to continue their self-development by enrolling in classroom courses which will educate them in new concepts and methods in their occupational fields and prepare them to meet the changing demands of their jobs. While the Tuition Reimbursement Program is expected to enhance employee performance and professional abilities, LAFCo cannot guarantee that participation in formal education will entitle the employee to automatic advancement, a different job assignment, or pay increases.

### **Section 7.2 Eligibility of Employees for Tuition Reimbursement**

Only full-time employees filing regular positions and who are performing their jobs satisfactorily are eligible to participate in the Tuition Reimbursement Program. Employees are not eligible for reimbursement if their educational costs are being defrayed by another agency such as the U.S. Veterans Administration, the California State Department of Veteran's Affairs or the Commission on Peace Officer Standards and Training.

### **Section 7.3 Policy for Tuition Reimbursement**

- A. Courses must be related to the work of the employee's position or occupation in such a fashion that will offer substantial benefit to LAFCo.
- B. Each course must be taken on not more than fifty (50%) of LAFCo's time. Employees taking approved courses which encroach on their regular scheduled working hours shall be entitled to paid time off for such encroaching hours up to a total maximum amount of paid time off from work equal to fifty percent (50%) of the class time.
- C. Courses must be taken for credit; audited courses will not be reimbursed.
- D. Courses must be taken at accredited institutions. Correspondence courses from reputable institutions will be considered only when equivalent courses are not available at local accredited schools, or when the employee's circumstances prevent him/her from attending local courses.
- E. Prerequisite courses for eligible courses or courses which are required for the completion of a specific program are also eligibility for tuition reimbursement. However, reimbursement shall not be made until the appropriate eligible courses have been satisfactory completed.
- F. Courses are not eligible for tuition reimbursement if they:
  - (i) Are taken to bring unsatisfactory performance up to an acceptable level.
  - (ii) Are taken to acquire skills or knowledge which the employee was deemed to have when appointed.

- (iii) Duplicate in-service training which is available.
  - (iv) Duplicate training which the employee already had.
- G. Conventions, workshops, institutes, etc., are not included in the Tuition Reimbursement Program.
- H. Reimbursements shall be subject to certification by the Executive Officer and subject to the approval of the Executive Officer or when appropriate the Commission.
- I. Request for reimbursement must be approved before the course is undertaken.
- J. Reimbursement shall be made only upon presentation of evidence of payment for and successful completion of courses (as evidenced by a passing grade) and a satisfactory (standard or above) current performance evaluation. Reimbursement is made for the same fiscal year in which the course is completed and documentation must be presented to the Executive Officer within ninety (90) calendar days after the course completion date.

#### **Section 7.4 Nature of Reimbursement**

- A. Reimbursement in the amount of fifty (50) per cent may be made for tuition, registration fees, laboratory fees, and required textbooks. Other related expenses and incidental costs are not reimbursable.
- B. Reimbursement shall be limited as follows:
  - (i) No employees shall be reimbursed for more than two (2) courses in a single semester or quarter.
  - (ii) The maximum reimbursement that may be received by any employee in one fiscal year shall be one thousand one hundred (\$1,100) dollars.
  - (iii) An employee shall be reimbursed for expenses totaling five (\$5.00) dollars or more for a single course. Expenses less than \$5.00 for a single course is not reimbursable.
  - (iv) No employee shall be reimbursed for non-resident fees above the normal resident fees.

#### **Section 7.5 Procedure for Tuition Reimbursement**

- A. The employee shall request in writing to the Executive Officer or when appropriate the Chairperson, tuition reimbursement.
- B. The Executive Officer or when appropriate, the Chairperson shall either approve or deny the request based on the criteria set forth in this policy.
- C. Upon completion of an approved course, the employee shall provide proof of fees paid and grade achieved to the Executive Officer.

- D. The Executive Officer shall authorize the Auditor-Controller to issue a warrant to the employee for reimbursement.

### **Section 7.6 Continued Service Requirement**

An employee must continue in a full-time position for one (1) year from the date of last receipt of a tuition reimbursement warrant. Failure to continue in service to LAFCo, through resignation or discharge, will result in the forfeiture of any tuition reimbursement payments received less than one (1) year prior to separation.

## **Division 8. Expense Reimbursement Section**

### **Section 8.1 Travel Expense**

- A. LAFCo will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the Executive Officer.
- B. When approved, the costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by LAFCo. Employees are expected to limit expenses to the most economically reasonable amounts possible, subject to the Internal Revenue Service guidelines.
- C. The Executive Officer may approve reimbursement for other types of business related expenses which are in the best interest of LAFCo.
- D. Employees who are involved in an accident while traveling on business must promptly report the incident to the Executive Officer or when appropriate, the Chair of the Commission.
- E. Abuse of the business travel expenses policy, including falsifying claims to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.
- F. LAFCo will adhere to the adopted Travel Policy of Solano County except the above items (A-E) will supersede any travel related policy of Solano County.

### **Section 8.2 Other Expense Reimbursement**

LAFCo will reimburse employees for reasonable work-related expenses upon the approval of the Executive Officer. Such expenses may include:

- A. Meal costs for work-related meetings that run into meal times.

- B. LAFCo expenses advanced by the employee to cover cost when obtaining a warrant in advance is not practical.
- C. Other expenses that the Executive Officer determines were reasonably work-related.

## **Division 9. Personnel Files**

### **Section 9.1 General**

The LAFCo maintains a personnel file on each employee. An employee's personnel file shall contain only material that is necessary and relevant to the administration of LAFCo's personnel program. Personnel files are the property of LAFCo, and access to the information they contain is restricted.

### **Section 9.2 Notifying LAFCo of Changes in Personal Information**

Each employee is responsible to promptly notify the LAFCo Clerk of any changes in relevant personal information, including (1) mailing address, (2) telephone number, (3) persons to contact in emergency, and (4) number and names of dependents.

### **Section 9.3 Location of Personnel Files**

Personnel files shall be kept in a locked file cabinet in the Executive Officer's office.

### **Section 9.4 Medical Information**

- A. SEPARATE CONFIDENTIAL FILES - All medical information about an employee or applicant is kept separately and is treated as confidential, in accordance with the Americans with Disabilities Act (42 U.S.C. section 12112(d)(3)(b)) and the California Confidentiality of Medical Information Act (Cal. Civil Code section 56 et seq.), and any other applicable state or federal law.
- B. INFORMATION IN MEDICAL FILES - The LAFCo will not obtain medical information about an employee or applicant except in compliance with the California Confidentiality of Medical Information Act. To enable the LAFCo to obtain certain medical information, the employee or applicant may need to sign an AUTHORIZATION FOR RELEASE OF EMPLOYEE MEDICAL INFORMATION.
- C. ACCESS TO MEDICAL INFORMATION - Access to employee or applicant medical information shall be strictly limited to only those with a legitimate need to have such information for LAFCo business reasons, or if access is required by law, subpoena or court order. In the case of an employee with a disability, managers and supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations.

- D. The LAFCo will not provide employee or applicant medical information to a third party (except as permitted under the California Confidentiality of Medical Information Act) unless the employee signs an AUTHORIZATION FOR RELEASE OF EMPLOYEE MEDICAL INFORMATION in the form attached to this rule. The LAFCo will release only the medical information that is identified in the employee's authorization. If the employee's authorization indicates any limitations regarding the use of the medical information, the LAFCo will communicate those limitations to the person or entity to which it discloses the medical information.

### **Section 9.5 References and Release of Information in Personnel Files**

- A. PUBLIC INFORMATION - Upon request, the LAFCo will release to the public information about its employees as required by the Public Records Act. The LAFCo will not disclose personnel information if it believes doing so would constitute an unwarranted invasion of personal privacy.
- B. REFERENCE CHECKS - All requests from outside the LAFCo for reference checks or verification of employment concerning any current or former employee must be referred to the Executive Officer. Information will be released only if the employee signs and AUTHORIZATION FOR RELEASE OF EMPLOYMENT INFORMATION, except that without such authorization, the following limited information will be provided: dates of employment, and salary upon departure. Department heads and supervisors should not provide information in response to requests for reference checks or verification of employment, unless specifically approved by Executive Officer on a case-by-case basis.
- C. MEDICAL INFORMATION - Medical information will be released only in accordance with the rules set out in subsection 4 above.

### **Section 9.6 Employee Access to Personnel File**

- A. INSPECTION OF FILE - An employee may inspect his or her own personnel file, as defined in California Labor Code section 1198.5, at reasonable times and at reasonable intervals. An employee who wishes to review his or her file should contact the Executive Officer to arrange an appointment. The review must be done in the presence of the Executive Officer.
- B. COPIES - On request, an employee is entitled to receive a copy of any employment-related document he or she has signed. An employee who wishes to receive such a copy should contact Executive Officer or his/her designee. On request, the LAFCo will also provide an employee single copies of any other documents in his or her personnel file. The LAFCo may charge a reasonable fee for the copies these copies.

## **Position Description for LAFCo Executive Officer**

### **DEFINITION:**

Under policy direction of the Local Agency Formation Commission of Solano County (LAFCo), organizes, coordinates, and directs all LAFCo functions and activities, provides leadership, policy guidance, strategic direction, and day-to-day management of LAFCo; fosters cooperative working relationships with the Commission, the County of Solano, cities and special districts, the public and other agencies; performs related work as assigned.

The LAFCo Executive Officer is an “at-will” employee appointed by the LAFCo Commission. The LAFCo Executive Officer reports directly to the Commission and performs all duties necessary for the proper and efficient management of LAFCo as determined by the Commission and State Law.

### **EXAMPLES OF DUTIES:**

The following is used as a partial description and is not restrictive to duties required.

Plans, organizes and directs the activities of LAFCo; develops goals, policies and work programs for LAFCo subject to Commission review, directs implementation of policies and procedures; evaluates programs, procedures and systems for overall effectiveness.

Receives and analyzes applications and petitions for LAFCo action; determines legal acceptability for filings; checks and certifies petitions; conducts complex analysis and prepares written reports and recommendations; attends all LAFCo meetings.

Represents LAFCo in various negotiations with other governmental agencies, property owners and consultants regarding the authority and functions of LAFCo and the policies, procedures and funding of LAFCo.

Prepares and administers LAFCo’s annual budget, serves as the LAFCo fiscal officer.

Works closely with and advises the Commission, staff, the County of Solano, cities, special districts, the public and other agencies to implement LAFCo programs and to ensure compliance with laws and local policies.

Reviews and authorizes personnel actions; evaluates the work of subordinate personnel; reviews work plans and progress reports and confers with staff to define and solve problems. Responsible for the efficient and effective performance of all contractors.

Represents LAFCo before the media, other agencies, and the public.

Actively participates in LAFCo related organizations and professional associations.

### **QUALIFICATION GUIDELINES:**

Knowledge Of:

Local Agency Formation Commission law, practices and procedures; principles and practices of organization, management, governmental budgeting, administrative analysis and personnel administration; urban planning practices and techniques; federal, state and local laws guidelines relating to environmental protection.

Skills and Abilities In:

Planning, organizing, coordinating and directing LAFCo programs and activities.

Analyzing functional, organization and financial characteristics of local governmental agencies, evaluating alternatives, and recommending effective courses of action relating to LAFCo functions.

Interpreting, explaining and applying LAFCo law and policies and related state and federal laws.

Appointing, motivating and evaluating staff and providing for their training and professional development.

Representing LAFCo effectively in contacts with the public, the County of Solano and cities and special districts in the County, and other public agencies.

Promoting cooperative relationships with LAFCo constituent agencies and their staff, other public agencies, public groups concerned with LAFCo functions and operations.

Supplemental Information:

Works primarily in an office environment but regular travel is required within Solano County.

**RECRUITING STANDARDS:**

Education/Experience:

Graduation from an accredited college with a bachelor's degree in public administration, urban planning or a closely related field and five years of related experience in a professional capacity managing public programs and budgets involving multiple constituencies, or any combination of training and/or experience that could likely provide the desired knowledge, skills and abilities.

**OTHER REQUIREMENTS:**

Necessary Special Requirements: Possession of or the ability to obtain a valid unrestricted California driver license.

## **Position Description for LAFCo Analyst**

### **DEFINITION:**

Under general direction of the LAFCo Executive Officer, performs complex professional work in support of the Local Agency Formation Commission of Solano County (LAFCo), including data collection and analysis, report preparation, public contact; and other related duties as required.

The LAFCo Analyst is an “at-will” employee appointed by the LAFCo Executive Officer. The LAFCo Analyst acts as program coordinator and project manager to implement various components of LAFCo work program; to review and analyze proposals for local agency boundary changes and conduct complex studies related to the provision of local governmental services; to present summarized information and recommendations to the Executive Officer and the Commission based on analysis; to supervise other staff members and to administer consulting contracts as assigned by the Executive Officer; and, to provide administrative assistance to the Executive Officer as required.

### **EXAMPLES OF DUTIES:**

Duties may include, but are not limited to the following:

1. Researches, compiles synthesizes, analyzes and interprets information and data necessary to meet State law requirements and LAFCo policies and objectives.
2. Reviews and analyzes proposes filed with LAFCo, conducts field investigations, makes recommendations and prepares and presents staff reports.
3. Performs analysis relating to the California Environmental Quality Act (CEQA), reviews and, as necessary, prepares CEQA documents necessary for LAFCo action.
4. Conducts special studies involving inter-jurisdictional and inter-agency coordination, some of which may be complex, controversial and/or politically sensitive.
5. Performs administrative functions such as developing fee schedules, surveys, and policy and procedures manuals.
6. Makes presentations and manages public participation processes relating to pending LAFCo proposals, LAFCo programs and LAFCo laws, policies and procedures.
7. Provides support to the Executive Officer in analyzing and preparing the LAFCo budget for action by the Commission.
8. Oversees the daily administration of the fiscal affairs of LAFCo in accordance with LAFCo and County of Solano policies and Memorandums of Agreement, including accounts receivables, accounts payable, and payroll.
9. Performs general administrative assistance to the Executive Officer
10. Prepares, publishes, posts, and mail public notices, LAFCo agendas and related documents; coordinates the required filing and distribution of documents, forms and reports.
11. Act as clerk at Commission meetings.
12. Participates in LAFCo related organizations and professional associations.

**QUALIFICATION GUIDELINES:**

Knowledge, Skills, and Abilities:

Comprehensive knowledge of: Local Agency Formation Commission law, practices and procedures; principles, practices and techniques of urban and regional planning; federal, State and local laws and regulations relating to the organization, financing and functions of cities and special districts, federal, State and local laws and guidelines relating to environmental protection.

Working knowledge of: Research and statistical methods; public finance; public infrastructure; interagency relationships, map reading; Microsoft Office and geographic information system software.

Working ability to: Communicate effectively orally and in writing; collect, analyze and interpret data; formulate recommendations, solve complex problems; establish and maintain effective working relationships with elected officials, the public and staff of other agencies; meet deadlines; and, work independently.

Supplemental Information:

Works primarily in an office environment but regular site inspections and meetings at various locations throughout Solano County are required.

**RECRUITING STANDARDS**

Education/Experience:

Extensive experience as a project manager for a California city or special district and/or extensive experience in land use planning, which has led to the acquisition of the required knowledge, skills and abilities. The required knowledge, skills and abilities can be obtained by completion of a Bachelor's degree in public administration, urban planning or a closely related field and four or more years of progressively responsible LAFCo, land use planning or related experience.

Substitution:

Additional experience or non-related degrees may be substituted for the required education and experience.

**OTHER REQUIREMENTS:**

Necessary Special Requirements: Possession of or the ability to obtain a valid unrestricted California driver license.

## Appendix A – Salary Schedule

Classifications represented under this Personnel and Salary Resolution are:

- LAFCo Executive Officer
- LAFCo Analyst

1. The present monthly pay rate for represented classification is:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
LAFCo Analyst	\$5,354.86	\$5,622.61	\$5,903.74	\$6,198.92	6,508.87
LAFCo Executive Officer	\$7,597.41	\$7,977.28	\$8,376.15	\$8,794.96	\$9,234.70

2. Effective August 17, 2014 the monthly pay rate for represented classification shall be:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
LAFCo Analyst	\$5,547.64	\$5,825.02	\$6,116.27	\$6,422.09	\$6,743.19
LAFCo Executive Officer	\$8,662.89	\$9,096.04	\$9,550.84	\$10,028.38	\$10,529.80

3. Effective September 28, 2014 the monthly pay rate for represented classifications shall be increased by two percent (2%).

4. Effective July 1, 2015 the monthly pay rate for represented classifications shall be increased by two percent (2%).

45. Processed after the monthly pay rate increase of September 28, 2014, and effective September 28, 2014 and continuing thereafter, the LAFCo Analyst's monthly pay rate shall remain at the sum of the September 28, 2014 monthly pay rate plus the cash value (as of September 27, 2014) of the Social Security in-lieu income (**Section 6.2**) (hereinafter called the "y-rate pay") until the maximum pay rate for the LAFCo Analyst exceeds the "y-rate pay" upon which the LAFCo Analyst's pay shall be increased to the salary step which most closely matches but does not exceed the "y-rate pay." Nothing within this section shall prevent LAFCo from reducing the LAFCo Analyst pay because of disciplinary action, reduction in hours, furlough or similar pay reductions.

56. The hourly pay rate is calculated by multiplying monthly pay rate by twelve (12) months and dividing that value by two thousand eighty (2,080) hours.

## **Appendix B – List of Positions Exempt from Overtime Requirements**

1. Executive Officer
2. LAFCo Analyst

## Employee Acknowledgement Form

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

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

---

EMPLOYEE’S NAME (printed)

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EMPLOYEE’S SIGNATURE

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Date

**Solano Local Agency Formation Commission (LAFCo)  
Personnel and Salary Resolution (PSR)  
As Amended August 10, 2015**

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## **Division 1. Working Environment**

### **Section 1.1 Introduction to LAFCo**

Solano Local Agency Formation Commission (LAFCo) is an independent public agency formed to regulate the boundaries and the creation of cities and special districts through Solano County. As a public agency, LAFCo is responsible for providing a service to all members of the public. LAFCo has prepared this manual to provide all employees a summary of its policies and benefits. It is not intended to be exhaustive of all employee requirements and regulations. LAFCo strives to improve its policies, the services that it provides, and positive relations with its employees. All employees are encouraged to bring suggestions for improvements to the attention of the Executive Officer. By working together, LAFCo hopes that it will share with its employees a sincere pride in the services we are providing.

### **Section 1.2 Authority; Amendment; No Vested Rights**

These policies have been adopted by the Commission and are intended to establish enforceable regulations governing LAFCo employees. These policies may be amended by the Commission at any time, and nothing herein is intended to create vested rights in the employees that cannot be modified by the Commission.

### **Section 1.3 Equal Employment Opportunity Policy**

LAFCo believes that all persons are entitled to equal employment opportunity. LAFCo does not discriminate against its employees or applicants because of race, color, religion, sex, pregnancy, national origin, ancestry, age, sexual orientation, marital status, physical or mental disability, medical condition, or any other grounds prohibited by state or federal law. Equal opportunity will be extended in all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and termination. Employment decisions shall, therefore, comply with all applicable state and federal laws prohibiting discrimination in employment.

### **Section 1.4 Policy Against Disability Discrimination**

LAFCo is committed to complying fully with state and federal disability discrimination laws. No program or activity administered by LAFCo shall exclude from participation, deny benefits to or subject to discrimination any individual based on an individual's actual or perceived disability or based on an individual's association with someone who has an actual or perceived disability.

LAFCo is further committed to providing reasonable accommodation to the known physical or mental limitations of an otherwise qualified applicant or employee. If you believe you are a qualified individual with a disability and that you need a reasonable accommodation in order to perform the essential functions of your job, please notify the Executive Officer.

## Section 1.5 Policy Against Harassment

LAFCo prohibits and will not tolerate unlawful harassment. This policy applies to all persons involved with LAFCo including employees, applicants, customers or persons providing services pursuant to a contract. This policy prohibits sexual harassment and harassment based on an individual's inclusion in a protected class, such as race, color, religion, national origin, ancestry, sex, age, medical condition, sexual orientation, marital status, citizenship, pregnancy, physical and mental disabilities, veteran or any other consideration made unlawful by federal, state or local laws, including persons perceived to have these characteristics. LAFCo will also take all responsible steps to prevent or eliminate unlawful harassment by non-employees, including customers, clients, and suppliers, who have workplace contact with LAFCo's employees.

Unlawful harassment is generally conduct that: does not relate to the business of LAFCo; has the purpose or effect of interfering with an individual's ability to work, or that creates a hostile, intimidating or abusing work environment; and is directed at an individual because of the individual's inclusion in a protected class.

Conduct prohibited by this policy includes, but is not limited to the following:

- A. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- B. Visual conduct such as derogatory and/or sexually-oriented posters, photography, cartoons, drawing or gestures;
- C. Physical conduct such as assault, unwanted touching, blocking, normal movement or interfering with work because of sex, race or any other protected basis;
- D. 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.

An employee who believes that he or she has been subjected to any form of prohibited harassment should make a complaint, preferably written, to the Executive Officer or the Chair of the Commission. If the employee is uncomfortable approaching either the Executive Officer or the Chair of the Commission, any other member of management is available to hear their concerns. Managers must report all harassment complaints. Complaints should be specific and should include the names of the individuals involved and names of any witness.

LAFCo will immediately undertake an effective, thorough, and objective investigation and attempt to resolve the situation. LAFCo will maintain confidentiality to the extent possible during the investigation, however, disclosures of certain information to the members of management or as required by law may be necessary. If LAFCo determines that unlawful discrimination 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 harassment.

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.

## **Section 1.6 Drug and Alcohol 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.

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.

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.

### **Division 2. Definitions**

**CONTINUOUS SERVICE** – Shall mean employment in a regular position which has not been interrupted by resignation, discharge, layoff, or retirement.

**TEMPORARY EMPLOYEE** – A person who is employed for the purpose of relieving or augmenting regular staff in the accomplishment of work. Employment assignments in this category are typically of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain this status unless and until notified of a change. Time spent in such an appointment shall not constitute a part of the probationary period. While temporary employees receive all legally mandated benefits (workers' compensation insurance), they are ineligible for all of Solano LAFCo's other benefit programs.

**REGULAR FULL-TIME EMPLOYEE** – An employee who is not in a temporary or part-time status and who is regularly scheduled to work at least forty (40) hours per week or eighty (80) hours a pay period. Generally, they are eligible for Solano LAFCo's benefit package, subject to the terms, conditions, and limitations of each benefit program.

**REGULAR PART-TIME EMPLOYEE** – An employee who is not in a temporary or full-time status and who is regularly scheduled to work less than forty (40) hours per week or eighty (80) hours a pay period. Generally, they are eligible for Solano LAFCo's benefit package, subject to the terms, conditions, and limitations of each benefit program.

SPOUSE – As used herein shall mean the legally married spouse or registered domestic partner of the employee.

### **Division 3. Terms and Conditions of Employment**

#### **Section 3.1 Hiring Policy and Procedure**

- A. Each vacancy is announced simultaneously for internal and external recruitment.
- B. For positions under direction of the Executive Officer, the Executive Officer shall conduct the screening process, interview applicants, choose the top candidates for an open position, check references of the top candidates, and select the individual for the position.
- C. For positions which report directly to the Commission (e.g., the Executive Officer), the Commission shall have exclusive authority to conduct the selection process as it deems appropriate.
- D. The Executive Officer shall not appoint a member of his or her immediate family, nor shall he or she appoint or assign any employee to directly or indirectly supervise a member of the employee's immediate family.

#### **Section 3.2 At-Will Employment**

- A. All employees of LAFCo are at-will employees and may be terminated at any time without cause and without any formal procedure.
- B. The Executive Officer shall serve at the will of the Commission subject to the conditions of applicable contracts. Employees shall serve at the will of the Executive Officer as provided by state law.

#### **Section 3.3 Separation from Service**

- A. **RESIGNATION**  
An employee who wishes to resign his/her employment in good standing must submit the resignation in writing to his/her supervisor two weeks prior to the planned separation date. A resignation becomes final when accepted by the Executive Officer or Chairperson. Once a resignation has been accepted by the Executive Officer or Chairperson, it cannot be withdrawn without the concurrence of the Executive Officer or Chairperson.
- B. **JOB ABANDONMENT**  
An employee is deemed to have resigned if the employee is absent from work without prior authorization and without notification during the period of the absence. Regular employees will be sent a notice of intent to terminate, an opportunity to respond, and final notice of termination for job abandonment. An employee separated for job abandonment will be reinstated upon proof of justification for such absence, such as

severe accident, severe illness, false arrest, or mental or physical impairment which prevented notification. No employee has any right to evidentiary appeal for separation due to job abandonment.

C. TERMINATION; REDUCTION IN HOURS

- (i) An employee may be terminated at any time, with or without cause, and with or without advance notice. Prior to any action to terminate an employee, the Executive Officer shall consult with the Commission in closed session to seek advice and direction.
- (ii) If LAFCo determines that a reduction in the work force expense is warranted, all recruitment/hiring will be frozen; employees will be invited and permitted to request a voluntary reduction in their hours or days of work; LAFCo will consider any request for time off without pay; and employees will be encouraged to take accrued vacation time off. If a voluntary reduction in employees' hours is not sufficient to meet LAFCo's needs and objectives, LAFCo may implement an involuntary reduction in hours or days off work. Such reductions will be administered to maximize productivity and efficiency and can be made on a temporary, indefinite or permanent basis

D. SEPARATION PROCEDURE

- (i) Upon termination, the employee shall promptly return any employer property such as office keys, cell phone, laptop computer etc. that the employee may have in his or her possession.
- (ii) LAFCo will calculate pay to time of separation, any accrued vacation, administrative leave and compensatory time off and issue a check in accordance with State Law after separation.
- (iii) The date of termination of employment shall be considered as the date certified by the Executive Officer as the last day worked, or the last day in an authorized leave without pay status, and shall not include the equivalent time involved in any vacation payoff made at the time of termination.

**Section 3.4 Incompatible Activities**

LAFCo employees shall not engage in any activity, which constitutes a conflict of interest due to the nature, conditions, or some other aspect of the activity. An employee may not engage in political activities during working hours nor use his or her office to promote propose or contribute to any political cause or candidate. Any officer or employee wishing to engage in any occupation or outside activity for compensation shall inform the Executive Officer or when appropriate the Commission, in advance, of the nature of such activity. It shall be the responsibility of the Executive Officer to ensure that employees do not engage in any activity which constitutes a conflict of interest.

### **Section 3.5 Work Schedules**

The base work schedule for all regular full time employees is 8 hours a day, 5 days a week. Flexible scheduling and alternative work arrangements are available in some cases to allow employees to vary their starting and ending times each day within reasonable limits. Flextime may be possible if a mutually workable schedule can be negotiated with the Executive Officer. However, such issues as staffing needs, the employee's performance, and the nature of the job will be considered before approval of flextime. Employees should consult the Executive Officer to request participation in the flextime program.

### **Section 3.6 Employee's Duty to Notify of Late Arrival or Absence**

An employee who is unexpectedly unable to report for work as scheduled must notify his or her immediate supervisor no later than the scheduled work time and report the expected time or duration of any late arrival or absence. If the employee's immediate supervisor is not available, the employee must notify the department head or another supervisor. An employee who fails to timely notify the supervisor of absences, or who is not present and ready to work during all scheduled work times will be deemed to have an unauthorized tardy or absence.

### **Section 3.7 Excessive Tardiness/Absenteeism**

Excessive tardiness occurs when an employee is late to work or returning from breaks more than three times during any 30-day period. Excessive absenteeism occurs when the number of unprotected absences (absences due to other than leaves authorized by state or federal law) exceeds 3 days in any three-month period. Excessive tardiness or absenteeism will be grounds for discipline, up to and including termination. Abuse of, or misrepresentation of any form of accrued or unpaid leave time will be grounds for discipline, up to and including termination.

### **Section 3.8 Rest Periods**

- A. Employees may take one 15 minute rest period for each four (4) hours worked. Usually breaks are scheduled mid-morning and mid-afternoon and are counted as time worked. If the employee does not take a break, it is waived.
- B. The normal lunch break is at least 1/2 an hour. 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.
- C. Employees are encouraged to take rest periods for ergonomic considerations and the avoidance of repetitive movement injuries.

### **Section 3.9 Workers' Compensation and State Disability Insurance**

- A. In accordance with the California Labor Code, LAFCo provides all statutory workers' compensation benefits for LAFCo employees who sustain work-related injuries or illnesses. Pursuant to Labor Code 3700 et seq., any employee claiming a work-related injury shall as soon as possible notify the Executive Officer and the Executive Officer shall notify the Chairperson as soon as possible of the injury and a written report shall be prepared. Employees may be required to submit to an independent medical evaluation to determine the extent of their disability as may be required by LAFCo's workers' compensation insurance carrier.
- B. In lieu of the statutory three (3) day waiting period for temporary disability payments pursuant to Labor Code 4652, whenever an employee is compelled by direction of a physician to be absent from duty due to an injury or illness determined to be work-related by LAFCo, the employee shall receive full compensation for his/her scheduled work days and paid holidays falling during the first three (3) days of such absence. Thereafter, accrued leave shall be integrated with workers' compensation temporary disability benefits pursuant to Section I, below.
- C. In the event that LAFCo is unable to determine if the injury or illness is work-related, the employee shall use sick leave and upon exhaustion of sick leave may utilize any other accumulated leave benefits. If the injury or illness is determined to be work-related, leave benefits will be restored in accordance with Section B, above. Thereafter, accrued leave shall be integrated with workers' compensation temporary disability benefits pursuant to Section I, below.
- D. In the event of a disability which is non-industrial or where industrial causation has yet to be determined, employees shall make timely application for State Disability Insurance temporary disability benefits.
- E. LAFCo will continue to pay the employer share of the monthly premium for medical, vision, dental, and life insurance coverage on behalf of a qualified regular full or part-time employee who is receiving State Disability Insurance for the period of time that he/she has leave accruals to integrate or for the period of time he/she is on approved FMLA leave, whichever is longer.
- F. Sick leave and vacation shall accrue during any pay period in which the employee is receiving workers' compensation temporary disability benefits.
- G. Employees receiving State Disability Benefits will not accrue sick or annual leave during any pay period in which the employee does not have sufficient leave accruals to fully integrate such leave accruals to achieve 100% integration. In the case of an employee who is working less than his/her position allocation while collecting State Disability Benefits, the employee will continue to earn prorated accruals based on actual hours worked.

- H. In accordance with Division 4, Section 3, sick leave may be used for any appointments due to a work-related injury or illness. Up to two (2) hours paid LAFCo time-off may be used to attend repeat medical appointments due to a work related injury or illness. Sick leave may be used for medical appointments due to work related injuries beyond two (2) hours.
- I. Service credit as provided in this Resolution toward longevity compensation and seniority shall not be affected by any pay period during which an employee received both LAFCo paid leave and temporary disability benefits from workers' compensation.
- J. Workers' compensation temporary disability and State Disability Insurance temporary disability benefits shall be integrated with accrued leave as follows:
  - (i) Employees must promptly inform the Executive Officer or his/her designee of their worker's compensation temporary disability benefit amount and provide documentation of receipt for which he/she is eligible.
  - (ii) Employees must promptly inform the Executive Officer or his/her designee (when appropriate) of their State Disability benefit amount and provide documentation of receipt for which he/she is eligible. State Disability Insurance integration is not retroactive beyond one pay period.
  - (iii) Employee's pay, including leave accruals and workers' compensation temporary disability or State Disability Insurance temporary disability benefits shall not exceed the employee's regular gross pay. Gross pay is made up of regular base pay and longevity compensation as applicable. Employees must integrate all required leave to equal 100% of their full time equivalent position.
  - (iv) Upon exhaustion of sick leave, other accumulated leave will be integrated with the weekly Workers' Compensation temporary disability or State Disability Insurance temporary disability benefits.

### **Section 3.10 Computer and E-Mail Usage**

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 can have no expectation of privacy in any documents or materials in these systems. LAFCo reserves the right to access all systems and to monitor use of these systems.

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.

#### **Division 4. Employee Benefits**

##### **Section 4.1 Holidays**

- A. Only regular and part time employees are eligible for paid holidays.
- B. A new employee, whose first working day is the day after a paid holiday, shall not be paid for that holiday.
- C. Employees terminating employment for reasons other than LAFCo retirement and whose last day as a paid employee is the day before a holiday shall not be paid for that holiday.
- D. Employees terminating employment for reasons other than LAFCo retirement may not use vacation leave, sick leave or comp time on the day after a holiday if the last working day is before the holiday. A holiday shall not be used as the date of termination (e.g., January 1st) in order to be paid for that holiday.
- E. Employees on a leave of absence without pay for both the regularly scheduled working day before a holiday and the regularly scheduled working day after a holiday shall not be paid for that holiday.
- F. Part-time employees are eligible for paid holidays on a pro-rata basis as hours worked relates to forty (40) hours.

G. When a paid holiday falls on a Saturday, the preceding Friday is a paid holiday. When a paid holiday falls on a Sunday, the Monday following is a paid holiday.

H. Holidays

Fixed Holidays Include:

January 1 <sup>st</sup>	New Years Day
Third Monday in January	Martin Luther King Jr.'s Birthday
February 12th	Lincoln's Birthday
Third Monday in February	Washington's Birthday
Last Monday in May	Memorial Day
July 4 <sup>th</sup>	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11th	Veterans' Day
Thanksgiving Day	Traditional
Day after Thanksgiving	Day after Thanksgiving
December 25th	Christmas Day

**Section 4.2 Vacation**

A. Every employee, with the exception of the Executive Officer as outlined below, in a full-time regular position shall receive vacation benefit for each pay period of continuous service according to the following schedule:

<b>Pay Periods of Continuous Service</b>	<b>Vacation Credits per Pay Period of Continuous Service</b>	<b>Maximum Earnable Vacation Accrual</b>
0 through 78 pay periods	3.08 hours	160 hours
79 through 259 pay periods	4.62 hours	240 hours
Over 260 pay periods	6.16 hours	320 hours

Vacation accrual shall date from the first of the pay period following the pay period in which the employee commenced such continuous service. If such commencement date was the first working day of the pay period, vacation accrual shall start from such commencement date. Vacation accrual is credited at the end of each pay period and may be taken in the following pay period.

B. Every employee in a part-time position shall receive vacation benefits and maximum earnable vacation accrual in the same ratio to the vacation benefits received by an employee in a full-time position with like pay periods of consecutive service, as the number of hours in the part-time work schedule is to the numbers of hours in the full-time work schedule.

C. The Executive Officer shall receive vacation benefits of 6.16 hours per pay period to a maximum accrual of 440 hours. In the event the Executive Officer is employed on a less

than full time basis, he or she shall receive vacation benefits on a pro rata basis, proportional to their authorized hours, to a maximum accrual of 440 hours.

- D. Vacation time taken shall not be counted as time worked for the purposes of overtime compensation. Absence without pay for more than sixteen (16) working hours in a pay period shall cause the pay period's service not to be counted toward earning vacation credit.
- E. Employees who are terminating their employment for reasons other than paid LAFCo retirement shall not use vacation time to extend their termination date (e.g., requesting vacation time to begin 3-7 and the actual termination date to be 3-13, etc.).
- F. Any person separating from LAFCo who has not taken his/her earned vacation, if any, shall receive the hourly equivalent of his/her salary for each hour of earned vacation, up to the end of the last full pay period worked, based on the pay rate in effect for each person on the last day actually worked. Such payment shall be to the nearest one tenth of an hour. Employees terminating from LAFCo service prior to becoming eligible to take earned vacation credit shall be paid for earned (accrued) vacation. For the purposes of this section, sick leave and compensatory time off with pay shall be counted as days worked. When separation is caused by death of an employee, payment shall be made to the estate of such employee, or in applicable cases, as provided by Section 630 of the Probate Code.
- G. An employee who has accumulated the maximum accrual for his/her years of service (160/240/320/440) hours and who has taken eighty (80) hours of vacation within the previous 26 pay periods, may request payment for up to forty (40) hours of vacation pay by submitting a written request for payment to the Executive Officer or when appropriate the Chairperson. Only one such request may be made or paid during any 12 calendar month period.

#### **Section 4.3 Sick Leave**

- A. Every employee holding a full time position shall accrue 3.70 working hours sick leave with pay for each pay period of service; except, that no employee shall earn sick leave credit during a pay period in which he/she is absent without authorization or in which he/she is absent without pay for more than sixteen (16) working hours. During that pay period in which a leave of absence without pay is granted for two (2) days or less, the employee shall accrue sick leave with pay in proportion to the relationship the time worked during that pay period bears to eighty (80) hours. It shall be computed to the nearest hundred of an hour. If unpaid leave exceeds 16 hours in any pay period, no sick leave will be accrued by the employee for that period. Sick leave accrual is credit at the end of each pay period and may be taken in the following pay period.
- B. Every employee holding a part-time position shall accrue sick leave with pay in proportions to the relationship his/her basic workweek bears to forty (40) hours.

No such employee shall earn sick leave credit during a pay period in which he/she is absent without pay more than fifteen (15) percent of the regularly scheduled working hours for the position.

- C. Temporary employees shall not accrue sick leave.
- D. An employee who enters the service of LAFCo in a regular or limited-term position shall begin earning sick leave dating from the first of the pay period following the pay period in which the employee commenced such continuous service, unless such commencement date was the first working day of a pay period, in which case, the first day of sick leave accrual shall date from the first of the pay period in which the service began
- E. Sick leave may be applied to absence caused by illness, injury, pre-natal care or pregnancy of an employee. Sick leave may be used during pregnancy when the employee's physician certifies that, due to her pregnancy, she is no longer able to perform the duties of her position. The employee shall be required to furnish, at intervals to be determined by the Executive Officer, a certificate from her physician to the effect that, due to her pregnancy, she is physically unable to perform the duties of her position. Sick leave may be used for medical, dental or vision appointments when absence during working hours for this purpose is authorized by the Executive Officer. In any instance involving use of a fraction of a day's sick leave, the amount charged to the employee's sick leave account shall be to the nearest one tenth of an hour. The Executive Officer shall be responsible for the control of abuse of the sick leave privilege. The employee may be required to furnish a certificate issued by a licensed physician or nurse or other satisfactory evidence of illness to the Executive Officer.
- F. Sick leave may be utilized by an employee for the care or attendance of ill or injured members of his/her family, up to a maximum of eighty (80) hours annually.
- G. Sick leave shall not be used in lieu of vacation, but vacation or administrative leave may be used in lieu of sick leave, after accrued sick leave has been exhausted.
- H. No payment shall be made to any employee for unused sick leave accumulated to his/her credit at the time of termination of employment, except as set forth in I below. Termination of an employee's continuous service, except by reason of temporary layoff for lack of work or funds, shall cancel all sick leave accrued to the time of such termination, regardless of whether or not such person subsequently re-enters employment.
- I. When an employee terminates for reasons of regular or disability retirement or death, an amount equal to the dollar value of the employee's accumulated unused sick leave shall be contributed to a Retirement Health Savings Account to assist in payment of retiree medical expenses in accordance with LAFCo policy.
- J. For the purposes of this Section, a member of the immediate family is construed to mean the mother, father, spouse, son, daughter, brother or sister of the employee or the minor child for whom the employee has legal custody.

- K. Hospitalization of a member of the immediate family is a valid reason for sick leave under the following conditions:
  - (i) A day's absence may be authorized for the employee to be at the hospital on the day of an operation, on the day of a birth of his child or in the event of a critical illness of a member of the immediate family. Absences for these reasons for more than one day may be authorized on sick leave only if a doctor provides a written statement that the employee's presence, away from work, is required.
- L. The Auditor-Controller shall maintain sick leave records of all personnel. The Executive Officer or his/her designee shall report the absences of his/her employees for approved sick leave during the pay period concerned.

#### **Section 4.4 Family and Medical Leave**

##### **A. STATEMENT OF POLICY**

- (i) To the extent not already provided for under current leave policies and provisions, LAFCo will provide family and medical care leave for eligible employees as required by state and federal law. The following provisions set forth certain of the rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 (FMLA), and the regulations of the California Family Rights Act (CFRA). Unless otherwise provided by this article, "Leave" under this article shall mean leave pursuant to the FMLA and CFRA.

##### **B. DEFINITIONS**

- (i) "12-Month Period" means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.
- (ii) "Child" means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes, a biological, adopted, foster or step-child, legal ward, or a child of a person standing in loco parentis.

A child is "incapable of self care" if he/she requires active assistance or supervision to provide daily self care in three or more of the activities of daily living or instrumental activities of daily living, such as, caring for grooming and hygiene, bathing, dressing and eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, etc.

- (iii) “Parent” means the biological parent of an employee or an individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.
- (iv) “Spouse” means a husband or wife as defined or recognized under California State law for purposes of marriage or registered domestic partner as defined in Family Code section 297 et seq.
- (v) “Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves:
  - 1) “Inpatient Care” (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, or perform other regular daily activities due to the serious health condition, treatment involved, or recovery therefrom); or
  - 2) “Continuing treatment” by a health care provider: A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
    - a) A period of incapacity (i.e., inability to work, or perform other regular daily activities due to serious health condition) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves:
      - (i) Treatment two or more times by a health care provider, by a nurse or physician's assistant under direct supervision by a health care provider, or by a provider of health care services (e.g., a physical therapist) under orders of, or on referral by a health care provider; or
      - (ii) Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider. This includes for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the counter, and can be initiated without a visit to a health care provider, it does not constitute a regimen of continuing treatment.
      - (iii) Any period of incapacity due to pregnancy or for prenatal care. (Note: This entitles the employee to FMLA leave, but not CFRA leave. Under California law, an employee disabled by pregnancy is entitled to pregnancy disability leave.)
- (vi) Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:

- 1) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
- 2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and
- 3) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.). Absences for such incapacity qualify for leave even if the absence lasts only one day.
- 4) A period of incapacity which is permanent or long term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider.
- 5) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

(vii) "Health Care Provider" means:

- 1) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of California;
- 2) Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, who directly treats or supervises treatment of a serious health condition;
- 3) Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law;
- 4) Nurse practitioners and nurse-midwives and clinical social workers who are authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law;
- 5) Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; and

- 6) Any health care provider from whom an employer or group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.

#### C. REASONS FOR LEAVE

Leave is only permitted for the following reasons:

- (i) The birth of a child or to care for a newborn of an employee;
- (ii) The placement of a child with an employee in connection with the adoption or foster care of a child;
- (iii) Leave to care for a child, parent, spouse or domestic partner who has a serious health condition; or
- (iv) Leave because of a serious health condition that makes the employee unable to perform the functions of his/her position.

#### D. EMPLOYEES ELIGIBLE FOR LEAVE

An employee is eligible for leave if the employee:

- (i) Has been employed for at least 12 months; and
- (ii) Has been employed for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

#### E. AMOUNT OF LEAVE

Eligible employees are entitled to a total of 12 workweeks of leave during any 12-month period.

- (i) Minimum Duration of Leave

If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for bonding with a newborn for at least one day, but less than two weeks duration on any two occasions.

If leave is requested to care for a child, parent, spouse or the employee him/herself with a serious health condition, there is no minimum amount of leave that must be taken. However, the notice and medical certification provisions of this policy must be complied with.

(ii) Spouses or Domestic Partners Both Employed by LAFCo

In any case in which a husband and wife both, or domestic partners, are employed by the LAFCo are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 12 workweeks during any 12-month period if leave is taken for the birth or placement for adoption or foster care of the employees' child (i.e., bonding leave). This limitation does not apply to any other type of leave under this policy.

F. EMPLOYEE BENEFITS WHILE ON LEAVE

- (i) Leave under this policy is unpaid. While on leave, employees will continue to be covered by LAFCo's group health insurance to the same extent that coverage is provided while the employee is on the job.
- (ii) Employees may make the appropriate contributions for continued coverage under the preceding non-health benefit plans by payroll deductions or direct payments made to these plans. Depending on the particular plan, LAFCo will inform the employee whether the premiums should be paid to the carrier or to LAFCo. Coverage on a particular plan may be dropped if an employee is more than 30 days late in making a premium payment. However, the employee will receive notice at least 15 days before coverage is to cease, advising that he/she will be dropped if the premium payment is not paid by a certain date. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave.
- (iii) If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, LAFCo shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave, or because of circumstances beyond the employee's control. LAFCo shall have the right to recover premiums through deduction from any sums due LAFCo (e.g. unpaid wages, vacation pay, etc.)

G. SUBSTITUTION OF PAID ACCRUED LEAVES

While on leave under this policy, as set forth herein, an employee may elect to concurrently use paid accrued leaves. Similarly, the LAFCo may require an employee to concurrently use paid accrued leaves after requesting FMLA and/or CFRA leave, and may also require an employee to use Family and Medical Care Leave concurrently with a non-FMLA/CFRA leave which is FMLA/CFRA-qualifying.

- (i) Employee's Right To Use Paid Accrued Leaves Concurrently With Family Leave - Where an employee has earned or accrued paid vacation, or compensatory time, that paid leave may be substituted for all or part of any (otherwise) unpaid leave under this policy.

- (ii) As for sick leave, an employee is entitled to use sick leave concurrently with leave under this policy if:
  - 1) The leave is for the employee's own serious health condition; or
  - 2) The leave is needed to care for a parent, spouse, domestic partner or child with a serious health condition, and would be permitted as sick leave under the LAFCo's sick leave policy.
- (iii) LAFCo's Right To Require An Employee To Use Paid Leave When Using FMLA/CFRA Leave - Employees must exhaust their accrued vacation, administrative and sick leaves concurrently with FMLA/CFRA leave with one exception:
  - 1) Employees will only be required to use sick leave concurrently with FMLA/CFRA leave if the leave is for the employee's own serious health condition.
- (iv) The LAFCo's Right To Require An Employee To Exhaust FMLA/CFRA Leave Concurrently With Other Leaves - If an employee takes a leave of absence for any reason which is FMLA/CFRA qualifying, the LAFCo may designate that non-FMLA/CFRA leave as running concurrently with the employee's 12-week FMLA/CFRA leave entitlement.

#### H. MEDICAL CERTIFICATION

Employees who request leave for their own serious health condition or to care for a child, parent, spouse or domestic partner who has a serious health condition must provide written certification from the health care provider of the individual requiring care if requested by LAFCo.

- I. If the leave is requested because of the employee's own serious health condition, the certification must include a statement that the employee is unable to work at all or is unable to perform the essential functions of his/her position.

- (i) Time to Provide a Certification

When an employee's leave is foreseeable and at least 30 days notice has been provided, if a medical certification is requested, the employee must provide the requested certification to LAFCo within the time frame requested by LAFCo (which must allow at least 15 calendar days after the employer's request), unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

- (ii) Consequences for Failure to Provide an Adequate or Timely Certification

If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to cure any such deficiency.

However, if an employee fails to provide a medical certification within the time frame established by this policy, LAFCo may delay the taking of FMLA/CFRA leave until the required certification is provided.

J. EMPLOYEE NOTICE OF LEAVE

Although LAFCo recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least 30 days' notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. Such notice may be orally given. If LAFCo determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, LAFCo may delay the granting of the leave until it can, in its discretion, adequately cover the position with a substitute.

**Section 4.5 Bereavement Leave**

Employees shall be entitled to a bereavement leave, not chargeable to vacation or sick leave, in the event of the death of one of the following members of the employee's family:

- natural, step, adoptive parents and grandparents of the employee;
- natural, step, adopted children and grandchildren of the employee;
- natural and step brothers and sisters of the employee;
- present spouse of the employee;
- ex-spouse who is a natural or adoptive parent of a minor child in the custody of the employee;
- natural and adopted brothers and sisters of the employee's spouse;
- present spouses of the employee's natural and adopted brothers and sisters;
- son-in-law and daughter-in-law of the employee.

Such leave shall be a maximum of forty (40) hours within ten (10) consecutive calendar days, whether services are within the State or outside the State of California. Leave benefits will be prorated for part-time employees based upon the number of hours worked (for example, a halftime employee has a maximum of twenty (20) hours). Employees desiring more time off under these circumstance may request vacation or other appropriate leaves which may or may not be granted at the sole discretion of the Executive Officer when appropriate, the Chairperson. LAFCo may require an affected employee to submit proof of qualifying relationship in order to be eligible for bereavement leave.

**Section 4.6 Leave of Absence Without Pay**

- A. A leave of absence may be granted only to an employee upon the exhaustion of all other appropriate leave balances and the employee must have a satisfactory employment record.

The Executive Officer or Commission may authorize a leave of absence for an employee without pay for a period of time not to exceed thirty (30) calendar days. Additional leave may be granted but only if authorized by the Commission

- B. A leave of absence request shall normally be initiated by the employee, but may be initiated by the Executive Officer.
- C. Neither leave accruals nor benefits shall accrue while an employee is on leave of absence without pay, except as required under the Federal Family and Medical Leave Act.
- D. Immediately prior to or at the time of return from leave of absence to active duty the employee may be required by the Executive Officer to submit a statement from his/her physician certifying as to his/her physical and/or mental ability to resume the duties of his/her position.
- E. Whenever an employee has been granted a leave without pay and desires to return before expiration of such leave, the Executive Officer or when appropriate the Chairperson may require that reasonable notice not in excess of fifteen (15) calendar days be given.
- F. A leave of absence may be revoked by the Executive Officer or when appropriate the Chairperson upon evidence that the cause for granting leave was misrepresented or has ceased to exist.
- G. Failure to return at the expiration date of leave of absence or being absent without leave shall be considered as an automatic resignation. Such a resignation may be rescinded by the Executive Officer or when appropriate the Chairperson if the employee presents satisfactory reasons his/her absence within three (3) days of the date his/her automatic resignation became effective.
- H. A leave of absence without pay may be granted for any of the following reasons:
  - (i) Illness or disability
  - (ii) Pregnancy or Childbirth
  - (iii) To take a course of study which will increase the employee's usefulness on return to his/her position.
  - (iv) For reasons acceptable to the Executive Officer or when appropriate to the Commission.
  - (v) Illness of a family member or other qualifying criteria under the Federal Family and Medical Leave Act.

#### **Section 4.7 Jury Duty**

Any employee ordered to appear as a witness in court other than as a litigant, to serve on a jury or to respond to an official order from another governmental jurisdiction for reasons not brought about through the misconduct of the employee shall be entitled to his/her regular pay provided the employee deposits fees received for such services, exclusive of mileage, with LAFCo's treasurer within thirty (30) calendar days after his/her excused absence for such duty. Requests for Jury Duty leave should be made by presenting the official court summons to the Executive Officer as soon as possible after receipt. Verification of time release for jury duty is required.

Employees are expected to report for work whenever the court schedule permits, including any remaining parts of a normally scheduled workday. Jury Duty is not considered as time worked for overtime compensation purposes.

#### **Section 4.8 Insurance and Service Plans**

**A. Medical Insurance**

Employees in regular or limited term positions have the option of becoming members of the Public Employees' Medical and Hospital Care Act ("PEMHCA" or "PERS Health") insurance program. LAFCo's monthly contribution to provide health insurance benefits for the individual employee and the employee's eligible dependents shall be adjusted in accordance with the Minimum Employer Contribution ("MEC") established by PEMHCA.

**B. Retiree Medical Insurance**

All employees who have concurrently retired from LAFCo and from the California Public Employees' Retirement System ("PERS") may participate in the PERS Health insurance program at their own expense. LAFCo shall contribute the Minimum Employer Contribution ("MEC") established by PERS.

**C. Cafeteria Plan**

LAFCo's contribution toward the cafeteria plan shall be set at 75% of the 2014 PEMHCA Bay Area Kaiser Permanente family rate minus the PEMHCA MEC. Effective with coverage effective January 1, 2015, LAFCo's contribution toward the health plan shall be set at 75% of the 2015 PEMHCA Bay Area Kaiser Permanent family rate minus the PEMHCA MEC.

An employee may use LAFCo's contribution to the cafeteria plan toward the medical insurance plan for which s/he has elected to enroll.

An employee who has unused (unspent) cafeteria plan contributions shall retain those contributions as additional earnings (wages), but only to a maximum of \$334.58 per month.

An employee who waives health insurance because the employee demonstrates to LAFCo that s/he has alternate health insurance coverage shall receive \$500.00 per month minus the PEMHCA MEC.

A regular or limited term part-time employee shall receive a pro-rata amount of the total sum of the PEMHCA MEC and the cafeteria plan of the full-time employee contribution in proportion to the relationship their basic workweek bears to forty hours. That total amount shall first be allocated to the PEMHCA MEC and any remaining employer contribution shall then be allocated to the cafeteria plan.

Health Care Reimbursement Account: During an annual open enrollment period (normally November), an employee may elect to enter into a salary reduction agreement with LAFCo whereby LAFCo will direct the amount of the salary reduction on a pre-tax basis into the

employee's Health Care Reimbursement Account ("HCRA"). The employee's election is irrevocable until the next open enrollment period, except on the occurrence of a qualifying event specified in the LAFCo Plan Document. The employee will forfeit all unused funds remaining in his/her HCRA at the end of the plan year or at the end of the grace period, if any, allowed under the LAFCo Plan Document, whichever is later. During the period allowed under the Plan Document, the employee may use the funds in his/her HCRA to obtain reimbursement for otherwise unreimbursed eligible medical expenses.

Dependent Care Reimbursement Account: During an annual open enrollment period (normally November), an employee may elect to enter into a salary reduction agreement whereby LAFCo will direct the amount of the salary reduction on a pre-tax basis into the employee's Dependent Care Reimbursement Account ("DCRA"). The employee's election is irrevocable until the next open enrollment period, except on the occurrence of a qualifying event specified in the LAFCo Plan Document. The employee will forfeit all unused funds in his/her DCRA at the end of the plan year or at the end of the grace period, if any, allowed under the LAFCo Plan Document, whichever is later. During the period allowed under the Plan Document, the employee may use the funds in his/her DCRA to obtain reimbursement of eligible dependent care expenses.

D. Dental Insurance

Employees in regular or limited term positions are eligible for dental insurance coverage for the employee and eligible dependents beginning on the first of the month following three (3) months of continuous service with LAFCo.

LAFCo will pay on behalf of each eligible full-time employee and his/her eligible dependents one hundred percent (100%) of the monthly dental care insurance premium rate charged by the Plan Provider. LAFCo's contribution will be prorated for regular part-time employees, to reflect the same percentage that the regularly scheduled hours in the employee's basic workweek bears to forty (40) hours. Premium amounts in excess of LAFCo's contribution will be paid by the participating employee through payroll deduction.

LAFCo intends to retain the existing plan of dental insurance benefits. However, if the insurance plan provider mandates a change in the benefit plan and LAFCo did not request the change, then LAFCo will have no obligation to replace benefits eliminated or modified by the Plan provider.

LAFCo reserves the right to eliminate or provide additional dental insurance plans.

E. Vision Insurance

Employees in regular or limited term positions are eligible for vision insurance coverage for the employee and eligible dependents beginning the first of the month following three (3) months of continuous service with LAFCo.

LAFCo will pay one hundred percent (100%) of the monthly vision plan insurance premium rate charged on behalf of each regular full-time employee and his/her eligible dependents. LAFCo's contribution will be prorated for regular part-time employees, to reflect the same percentage that the regularly scheduled hours in the employee's basic workweek bears to forty (40) hours. Premium amounts in excess of LAFCo's contribution will be paid by the participating employee through payroll deduction.

LAFCo intends to maintain the existing Plan of vision insurance benefits. However, if the insurance plan provider mandates a change in benefits and LAFCo did not request the change, then LAFCo will have no obligation to replace benefits eliminated or modified by the Plan provider.

LAFCo reserves the right to eliminate or provide additional vision insurance plans.

F. Life Insurance

Employees in regular or limited term positions are eligible for life insurance coverage and accidental death and dismemberment insurance for the employee beginning the first of the month following six (6) months of continuous service with LAFCo.

The basic life insurance policy and the accidental death and dismemberment insurance policy are each valued at one and one-half (1.5) times the employee's annualized monthly base salary valued up to the next thousand dollars (e.g., if annualized wage equals \$21,100 then life insurance policy is valued at \$22,000) to a maximum policy of three hundred fifty thousand dollars (\$350,000). An employee may purchase supplemental life insurance under costs, terms and conditions specified by the insurance plan provider.

LAFCo pays one hundred percent (100%) of the life insurance premium on behalf of each regular employee.

LAFCo shall maintain the existing life insurance benefits. However, it is understood that insurance plan providers from time to time mandate changes in benefits and LAFCo has no responsibility for replacement of benefits which may be eliminated or modified by any plan provider.

LAFCo reserves the right to eliminate or provide additional life insurance plans.

G. Deferred Compensation

A Deferred Compensation Program as established by LAFCo, is available to all employees employed in regular or limited term positions. Such programs are hereby incorporated by reference.

To encourage LAFCo remployee participation in the deferred compensation program, LAFCo will contribute a dollar for dollar match up to a maximum of five dollars (\$5) a pay period to the deferred compensation account of any LAFCo employee who is actively enrolled in the deferred compensation program.

H. Short Term Disability Insurance

LAFCo participates in the State Disability Insurance program for employees and employees shall have deducted from their paychecks the cost of the State Disability Insurance program.

I. Long Term Disability Insurance

Employees in regular or limited term positions are eligible for long term disability insurance

coverage for the employee beginning the first of the month following six (6) months of continuous service with LAFCo.

The long term disability insurance policy provides a replacement income benefit, generally and as described by the plan, of 60% of basic monthly earnings to a maximum benefit of \$12,000 of monthly base pay.

LAFCo pays one hundred percent (100%) of the long term disability insurance premium on behalf of each regular employee.

LAFCo shall maintain the existing long term disability insurance benefits. However, it is understood that insurance plan providers from time to time mandate changes in benefits and LAFCo has no responsibility for replacement of benefits which may be eliminated or modified by any plan provider.

LAFCo reserves the right to eliminate or provide additional long term disability insurance plans.

#### **Section 4.9 Unemployment Benefits**

Employees are covered under the State of California Unemployment Insurance Benefits Program.

#### **Section 4.10 Pregnancy Leave**

A. Eligibility: In accordance with applicable law and this policy, female employees are eligible for a leave of absence and/or transfer on account of pregnancy, regardless of length of service with LAFCo.

B. Pregnancy Disability Leave

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.

Pregnancy disability leave is for any period(s) of actual disability caused by pregnancy, childbirth, or related medical conditions. Where medically advisable, pregnancy disability leave may be taken for a reasonable period of time, up to four months per pregnancy (eighty-eight workdays for a full-time employee). Employees who regularly work more or less than a 40-hour workweek are entitled to such leave on a pro rata basis.

C. Leave Due to Normal Childbirth

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

D. Leave and Other Reasonable Accommodation Requests

- (i) Pregnant employees should notify the Executive Officer as soon as possible regarding their intent/need to take a leave of absence due to pregnancy, childbirth, or related medical conditions. Such notice should specify the anticipated timing and duration of the leave.
- (ii) Where the need for a leave of absence is foreseeable, employees must provide such notice at least 30 days prior to the date the leave 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 is subject to the approval of the employee's health care provider.)
- (iii) 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 where the need for leave is an emergency or was otherwise unforeseeable.
- (iv) LAFCo shall respond to the leave 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.
- (v) Reasonable accommodation other than leave will be granted upon request. Such requests must be supported by a written certification from the employee's health care provider.

E. Intermittent Leave

Pregnancy disability leave need not be taken in one continuous block. It may be taken on an as-needed basis, intermittently or on a reduced work schedule.

F. Temporary Transfers

- (i) 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.
- (ii) 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:
  - 1) Create additional employment;
  - 2) Discharge another employee;
  - 3) Transfer a more senior employee in order to make room for the pregnant employee's transfer; or
  - 4) Promote or transfer the employee or any other employee to a position for which he/she is not qualified.

G. Certifications

- (i) 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.
- (ii) The medical certification should include:

The date on which the employee become disabled due to pregnancy or the date of the medical advisability for the transfer;

The probable duration of the period(s) of disability or the period(s) for the advisability of the transfer; and

A statement that, due to the disability, the employee is unable to work at all or to perform any one or more of the essential functions of her position without undue risk to herself, to the successful completion of her pregnancy, or to other persons or a statement that, due to pregnancy, the transfer is medically advisable.

H. Recertification

Recertification may be required where additional time is requested.

I. Fitness for Duty

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

J. Pay During Leave

- (i) 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 leave.
- (ii) 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.
- (iii) 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.

K. Reinstatement

- (i) 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.

- 1) 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.
  - 2) If the actual reinstatement date differs from the original agreement, the employee will be reinstated within two business days, where feasible, after the employee notifies LAFCo of her readiness to return and provides medical certification of her fitness for duty.
  - 3) Failure to return to work on the next work day following the expiration of pregnancy disability leave may be grounds for termination of employment.
- (ii) The employee is not, however, entitled to any greater right of reinstatement than she would have had if she had not taken leave. Thus, reinstatement to the “same position” may be denied if:
- 1) 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; or
  - 2) Each means of preserving the job or duties for the employee (such as leaving it unfilled or filling it with a temporary employee) would substantially undermine LAFCo’s ability to operate safely and efficiently.
- (iii) 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:
- 1) There is no comparable position open on the employee’s scheduled date of reinstatement or within 10 working days thereafter; or
  - 2) The pregnancy disability leave does not qualify as leave pursuant to the Federal Family and Medical Leave Act (“FMLA”) and a comparable position is available, but filling the available position with the returning employee would substantially undermine LAFCo’s ability to operate safely and efficiently.
- (iv) 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

- (i) In general, employees taking pregnancy disability leave will be treated the same as other similarly situated employees taking disability leave.

- (ii) 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.
- (iii) 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

Pursuant to the FMLA, where an eligible employee is on pregnancy disability/FMLA leave, LAFCo will continue the employee's group health insurance coverage for up to a maximum of 12 weeks under the same terms and conditions as applied prior to the leave of absence.

- (i) 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.)
- (ii) If the employee is not eligible for continued paid coverage or if coverage ceases after 12 weeks, the employee may continue group health insurance coverage pursuant to federal and state COBRA guidelines.
- (iii) LAFCo is not required to continue paying group health insurance premiums during pregnancy disability leave which does not also constitute FMLA leave.

O. California Family and Medical Leave

The right to take a pregnancy disability 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.

- (i) 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.
- (ii) 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.
- (iii) 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.

- (iv) 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.

#### **Section 4.11 Administrative Leave**

- A. In recognition that their responsibilities occasionally require work in excess of the normal 40 hour week, the Executive Officer and the LAFCo Analyst position shall receive Administrative Leave benefit. This will be in lieu of any payment of overtime or compensatory time off for work performed in excess of 40 hours per week.
  - (i) The above referenced full-time positions shall be granted eighty (80) hours of Administrative Leave effective July 1 of each year. Any employee incumbent in an eligible position for less than a full fiscal year shall be eligible for a pro-rata lump sum number of Administrative Leave hours at a rate of 3.0769 hours times the number of full pay periods remaining in the fiscal year. Employees working in regular positions on a less than full-time basis shall accrue Administrative Leave on a pro-rata basis, proportional to the number of authorized hours employed.
  - (ii) Use of Administrative Leave is subject to approval of the Executive Officer. Administrative Leave may be taken in increments of not less than one (1) hour. In the event it is the Executive Officer's determination that an employee covered by this provision has worked an extraordinary number of hours over the forty (40) hour workweek, the Executive Officer may approve additional informal administrative leave for that employee.
  - (iii) No eligible employee shall carry over Administrative Leave from one fiscal year to another. Employees who have unused Administrative Leave at the end of the fiscal year shall be paid for those remaining hours at the employee's base rate of pay in effect on the last pay period in the outgoing fiscal year in the following manner:
    - 1) Convert all unused Administrative Leave to their Retirement Health Savings Account in July of each year.
  - (iv) Subject to advance approval by the Executive Officer, Administrative Leave may be taken at any time during the fiscal year, but must be taken within the fiscal year in which it is given. Administrative Leave may be used as sick leave, but only after all accrued sick leave has been exhausted.
  - (v) No person shall be permitted to work for compensation for LAFCo in any capacity while on paid Administrative Leave.
  - (vi) Any employee who separates from LAFCo employment shall not receive any compensation for any unused Administrative Leave.

#### **Section 4.12 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). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

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

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

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

- A 'qualifying exigency' arising out of a covered family member's active duty or call to active duty in the Armed Forces in support of a contingency plan: and/or
- To care for a covered family member who has incurred an injury or illness while in the Armed Forces provided that such injury or illness renders the family member medically unfit to perform duties of the member's office, grade, rank or rating and is certified by the servicemember's health care provider.

When leave is due because of a 'Qualified Exigency' concerning the military duty of a family member: an eligible employee may take up to 12 workweeks of leave during any 12-month period.

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

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

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

## Division 5. Salary Plan Administration

### Section 5.1 Pay for New Employees

The Executive Officer or when appropriate the Commission shall appoint new employees to the appropriate salary for the position, as approved by the Commission in the budgetary process.

### Section 5.2 Salary Plan

- A. During the annual budget review and at other times deemed necessary, the Executive Officer shall submit for the Commission's consideration a proposed Salary Plan. Any COLAs awarded to employees will be part of the Salary Plan. (See **Appendix A, Salary Schedule.**)
- B. The Commission shall perform a written evaluation of the Executive Officer once a year per the LAFCo By-Laws as part of the budgetary process.
- C. The Executive Officer shall perform a written evaluation for employees once a year as part of the budgetary process. A successful review may result in a raise dependent upon the budgetary outcome and other Agency needs. LAFCo employees serve in an "at will" capacity; a satisfactory evaluation is not an assurance of continued employment.
- D. Eligible Employees in Appendix B, hired on the effective date of the resolution establishing personnel policies for LAFCo, shall still be eligible for the Salary Steps listed in Supplemental B.

### Section 5.3 Merit Increases within Grade

- 1. Merit increases shall not be automatic, but shall be given only upon the recommendation of the department head.
- 2. The merit increase eligibility dates for all employees hired or promoted into classifications in this unit shall be the first day of the pay period following completion of 26 full pay periods.
- 3. The merit increase eligibility date for employees in regular positions shall be the first day of the pay period following completion of the number of full pay periods of service indicated as follows:

After	26 Pay Periods	26 Pay Periods	26 Pay Periods	26 Pay Periods
Salary Grade Steps	2	3	4	5

Employment beginning on the first working day of a pay period shall be considered as beginning on the first calendar day of that pay period. If the first working day is after the first Monday (Tuesday if Monday is a holiday) of the pay period, time will accrue from the first day of the next pay period for step increases and eligible fringe benefit accrual.

Other than military leave, a leave-of-absence without pay exceeding seven (7) consecutive calendar days in a pay period shall defer a merit increase eligibility date by an amount equal to the number of pay periods during which the employee was on leave-of-absence without pay.

4. An employee in a regular part-time position shall be treated identically to an employee in a regular full-time position except that merit increases shall be granted in the same proportion as hours of work relate to the hours of work of a regular full-time position.
5. Each merit increase within grade shall be accompanied by a performance evaluation documenting the satisfactory performance of the employee. The merit increase shall consist of one step on the salary range for the class.
6. An overall rating of either unacceptable or improvement needed requires a performance re-evaluation no later than four (4) pay periods following the scheduled merit increase eligibility date. If the employee shows no improvement, the appointing authority must recommend action to be taken.
7. If, in the Executive Officer's judgment (or, as appropriate the Commission's judgment), the employee's performance does not merit a salary increase on the merit increase eligibility date, and a deferment of a decision accompanied by an effort at improved performance might be productive, the Executive Officer (or, as appropriate the Commission) shall complete the structured merit rating and defer a decision regarding the merit increase. A merit increase decision may be deferred for any number of pay periods, not to exceed 13. A merit increase may be deferred only once for any given step on the grade for the class. The Executive Officer or, as appropriate, the Commission, may reopen the matter by submitting another merit rating and recommendation. An employee's merit increase eligibility date shall not be changed by any deferment.
8. If an employee's merit increase eligibility date is overlooked through an error and, upon discovery of the error, the employee is recommended for merit increase, the employee shall be compensated for the additional salary he or she would have received dating from the original merit increase eligibility date.

## **Section 5.4 Longevity Compensation**

### **A. Longevity Compensation provided to the Executive Officer:**

For the purposes of longevity, continuous service is defined as employment in a regular position which has not been interrupted by resignation, discharge, or retirement. The Executive Officer shall receive credit for prior years of longevity compensation service credit for employment with California cities, counties, joint power authorities, and other special districts as approved by the LAFCO Chairperson or his/her delegate. The LAFCO Executive Officer shall receive longevity compensation of:

2.5% increase upon completion of the following years of service:  
10 years, 15 years, 20 years, 25 years, 30 years, 35 years

Longevity Compensation provided to other LAFCO regular employees: For the purposes of longevity, continuous service is defined as employment in a regular position which has not been interrupted by resignation, discharge, or retirement. Regular employees shall receive longevity compensation of:

2.5% increase upon completion of the following years of service  
10 years, 20 years, 25 years, 30 years

- B.** Employees in part-time positions shall be entitled to longevity compensation in the same ratio to the longevity compensation received by employees in a full-time position as the number of hours in the part-time work schedule is to the number of hours in the full-time work schedule.
- C.** Upon qualifying the longevity increase, any further pay increase shall be in addition thereto, and not restricted or reduced by any reason of the longevity increase.
- D.** An employee who is laid off and subsequently re-employed in the same position within twenty-four (24) months by approval of the Executive Officer or when appropriate, the Commission will have continuous service credited to him or her for actual time worked prior to layoff for purposes of vacation and longevity pay eligibility

## **Section 5.5 Overtime; CTO**

- A.** "Overtime" Defined. Unless otherwise stated in a memorandum of understanding, "overtime" is all hours an overtime-eligible employee actually works over 40 in his or her work week. Overtime is compensated at 1.5 times the Fair Labor Standards Act regular rate of pay. Only actual hours worked shall be counted toward the 40-hour threshold for purposes of calculating FLSA overtime pay. No overtime shall be recorded or reported for less than 6 minutes of work.
- B.** Failure to obtain preapproval prior to working overtime could subject the Employee to discipline.

- C. LAFCo has determined that certain classifications are exempt and not eligible for overtime in accordance with the Fair Labor Standards Act. Those classifications designed as exempt from overtime provisions are identified in **Appendix B, List of Positions Exempt from Overtime Requirements.**

#### **Section 5.6 Salary Payment Procedure**

- A. A pay period shall begin on a Sunday and end on a Saturday (14 days) and shall consist of eighty (80) working hours. Such pay periods will be as established by the Auditor-Controller. Employees shall be paid every other Friday.
- B. Compensation for each employee for whom compensation is established shall be paid out of the LAFCo fund upon certification from the Executive Officer that the employee has performed the services set forth in such certificates.
- C. When an employee separates from LAFCo and use of the regularly scheduled certification would create an inequitable delay, the Executive Officer or when appropriate the Chairperson, may immediately file a special payroll certification of such separation with the Auditor-Controller. The Auditor-Controller may draft a warrant for the period of time or day or both due such employee up to the time of separation.

#### **Section 5.7 Employee Recognition**

In addition to any other compensation provided to officers and employees of LAFCo, Commissioners and employees may be recognized for outstanding achievement and/or contributions towards excellence by adoption of the Commission. This recognition may be in the form of additional compensation, a gift certificate or gift.

#### **Section 5.8 Overpayments**

- A. This provision applies when the Auditor-Controller determines that an error has been made to either the employees earnings, taxes, deductions or accrued leaves. In such cases, LAFCo, for the purposes of future compensation, shall adjust such earnings, taxes, deductions or accrued leaves to the correct rate. The Auditor shall give written notice to the employee of the error. As used in this section:
  - (i) "Earnings" means the biweekly rate of pay.
  - (ii) "Taxes" means payment of Social Security (to applicable employees), Medicare or State Disability taxes; excluding federal and state withholding taxes.
  - (iii) "Deductions" means employee paid deductions, including but not limited to medical premiums and retirement deductions; excluding voluntary deductions (such as deferred compensation).
  - (iv) "Accrued Leave" means vacation, sick leave, compensatory time off and all other types of authorized leave with pay.

- (v) "Overpayment" means any compensation or accrued leave that has been overpaid or over-credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system error.
  - (vi) "Underpayment" means any compensation or accrued leave that has been underpaid or under-credited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.
- B. In the case of an overpayment of earnings or under withheld taxes or deductions, the employee shall reimburse LAFCo. The employee has the following options for reimbursement:
- (i) Full payment through a payroll adjustment if total amount of reimbursement does not exceed biweekly earnings.
  - (ii) Full payment by personal check, money order or cashier's check if total amount of reimbursement exceeds biweekly earnings.
  - (iii) For installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred.
  - (iv) A method mutually agreed upon by the employee and the Auditor-Controller.
- C. In the case of underpayment, LAFCo will pay the employee a one-time adjustment through payroll. In the case of a leave accrual error which results in an overpayment, reimbursement may be made through one (1) of the following methods as mutually agreed by the employee and the Auditor-Controller.
- (i) Full payment through payroll adjustment if total amount of reimbursed does not exceed biweekly earnings.
  - (ii) Full payment by a personal check, money order or cashier's check if total amount of reimbursement exceeds biweekly earnings.
  - (iii) For installments made through payroll, the number of installments shall not exceed the number of pay periods over which the error occurred.
  - (iv) In the case of a leave accrual error, which results in an incorrect accrued leave balance, a one-time adjustment will be processed through payroll.
- D. An employee whose employment terminates prior to any reimbursements or adjustments being fully completed or satisfied; shall have the remaining balance withheld from any final compensation due to the employee, providing the final compensation is sufficient to provide for full reimbursement or adjustment. If the employee's final compensation is not sufficient to provide for full reimbursement or adjustment, LAFCo retains the right to exercise other legal means to recover the remaining amount owed.
- E. Any amount of overpayment for a period earlier than three (3) years prior to the date of the Auditor's initial written notice to the employee shall be deemed waived and not reimbursable.

- F. The provisions of this section do not apply to grievance disputes which contend that LAFCo has underpaid by misapplying or incorrectly interpreting the terms of this or any other previous agreement. The time limits for the filing and processing of any grievance shall not be deemed to be excused, extended or otherwise modified by the provisions of this section.
- G. The provisions of this section only apply to errors involving earnings, taxes, deductions and accrued leave. No provision of this section shall preclude the correction or recovery of past errors (overpayments or other losses) which were the result of other matters.

**Division 6. Retirement Benefits**

**Section 6.1 Retirement**

- A. Existing PERS Contract  
Subject to the terms of this section, the LAFCo will maintain its contract with the California Public Employees Retirement (PERS) and the benefits currently provided thereunder.
- B. PEPRA Tier  
Effective January 1, 2013 LAFCo implemented a new pension tier in accordance with and subject to the terms of the Public Employee Pension Reform Act of 2013. The new pension tier is referred to as the “PEPRA tier.”
- C. PEPRA Basic Retirement Formula  
For employee required by law to participate in the PEPRA tier, the PEPRA established a pension formula of two percent (2%) of pensionable compensation for each qualifying year of service at the normal retirement age of 62 years. For purposes of this formula, PERS will calculate an eligible retiree’s pension based on the average annual pensionable compensation earned by the member during the thirty-six (36) consecutive month period immediately preceding retirement (or date of last separation from service if prior to retirement) or any other period of thirty-six (36) consecutive months during the member’s applicable service that the member designates.
- D. Disputes Over PEPRA  
If an employee or any recognized employee association/union disputes the manner in which LAFCo applies the PEPRA tier to employees, neither the employee nor the employee association/union may submit the matter as a grievance under any LAFCo-adopted Grievance Procedure. If any term of this Personnel and Salary Resolution conflicts with the PEPRA or any amendment thereto, the PEPRA or such amendment will prevail.
- E. Pre-PEPRA 2.7% at Age 55 Formula Tier  
LAFCo’s contract with the Public Employees Retirement System provides Miscellaneous Retirement formula (2.7% @ age 55) for employees who are not required by law to participate in the PEPRA tier.

For purposes of this formula, PERS will calculate an eligible retiree's pension based on the average annual pensionable compensation earned by the member during the twelve (12) consecutive month period immediately preceding retirement (or date of last separation from service if prior to retirement) or any other period of twelve (12) consecutive months during the member's applicable service that the member designates.

F. Phase Out of Employer Paid Member Contribution

LAFCo pays to PERS eight percent (8%) of the employee's pensionable pay toward the employee Member Contribution for employees that are not members of the PEPRAs, and reports to PERS the same as additional reportable compensation for pension calculations ("EPMC as reportable compensation").

Effective August 17, 2014 LAFCo shall no longer report the employer paid member contributions as additional reportable compensation.

Effective August 17, 2014 LAFCo payment of the employee's Member Contribution shall be reduced from eight percent (8%) to zero percent (0%) for the LAFCo Executive Officer and thereafter the LAFCo Executive Officer shall pay his/her own portion of the retirement costs. Effective August 17, 2014 LAFCo payment of the employee's Member Contribution shall be reduced from eight percent (8%) to four percent (4%) for all other employees and employees shall pay his/her own four percent (4%) of the retirement costs; the LAFCo payment of the employee's Member Contribution shall be further reduced to two percent (2%) and each employee shall pay his/her own six percent (6%) effective February 15, 2015; and shall be further reduced to zero percent (0%) effective June 21, 2015 and thereafter each employee shall pay his/her own portion of the retirement costs.

G. Employee Payment of PERS Member Contributions.

1. PEPRAs Member Contributions.

Members of the PEPRAs tier will contribute toward the PEPRAs tier employee contribution in an amount equal to not less than fifty percent (50%) of the normal cost of the new tier, as determined from time to time by PERS, or the amount of the contribution provided in this Personnel and Salary Resolution for members of the PEPRAs tier, whichever is greater. Such contribution will be made by payroll deduction.

2. Non-PEPRAs Member Contribution.

Employees subject to the Pre-PEPRAs formulas described in paragraph 6.1.E above will, through August 16, 2014 contribute zero percent (0%) of the applicable PERS member contribution by payroll deduction. Thereafter, employees shall be responsible for paying their own portion of the applicable PERS member contribution, except for any portion identified in paragraph 6.1.F as an employer-paid contribution.

3. Employee Payment For Pre-PEPRA Formula Enhancement.

In January 2004, Solano County amended its contract with PERS to provide for the 2.7% @ 55 retirement formula. The cost of this benefit was established by PERS (\$75,035,452). Solano County and its non-safety employees and their respective collective bargaining units agreed that such cost would be the responsibility of the employees. Solano County agreed to allow the employees to pay for that plan enhancement by payroll deduction with the cost amortized over twenty (20) years. Similarly, LAFCo employees were originally participants in that Solano County 2.7 @ 55 retirement formula and agree, in conjunction with the contracting by LAFCo with PERS, for the 2.7 @ 55 retirement formula for LAFCo employees to also subscribe to that exact same cost sharing. LAFCo employees will pay for the 2.7 @ 55 retirement formula enhancement, at the same amount and for the same duration, as do the mid-management employees of Solano County.

4. Pre-Tax Treatment PERS Member Contributions.

To the extent permitted by applicable law, employee contributions toward the Employee's and Employer's PERS contributions will be deducted on a pre-tax basis pursuant to and in accordance with section 414(h)(2) of the Internal Revenue Code.

## **Section 6.2 Social Security**

LAFCo employees opted out of the Section 218 Agreement with the Social Security Administration and do not receive work credit toward Social Security benefits through employment with LAFCo. Through September 27, 2014 in lieu of Social Security contributions, LAFCo will contribute the employer's normal rate as taxable cash back to the employee, and thereafter such contribution shall be discontinued.

Employees do have coverage under Medicare in accordance with the provisions of law. This system requires contributions by both the employee and employer in accordance with schedules provided by the federal government.

## **Section 6.3 Deferred Compensation**

LAFCo has established a 457 deferred compensation plan program through which employees can participate in a voluntary, payroll-deducted supplementary retirement program.

## **Division 7. Tuition Reimbursement Program**

### **Section 7.1 Objectives**

The Tuition Reimbursement Program is designed to encourage employees to continue their self-development by enrolling in classroom courses which will educate them in new concepts and methods in their occupational fields and prepare them to meet the changing demands of their jobs. While the Tuition Reimbursement Program is expected to enhance employee performance and professional abilities, LAFCo cannot guarantee that participation in formal education will entitle the employee to automatic advancement, a different job assignment, or pay increases.

### **Section 7.2 Eligibility of Employees for Tuition Reimbursement**

Only full-time employees filing regular positions and who are performing their jobs satisfactorily are eligible to participate in the Tuition Reimbursement Program. Employees are not eligible for reimbursement if their educational costs are being defrayed by another agency such as the U.S. Veterans Administration, the California State Department of Veteran's Affairs or the Commission on Peace Officer Standards and Training.

### **Section 7.3 Policy for Tuition Reimbursement**

- A. Courses must be related to the work of the employee's position or occupation in such a fashion that will offer substantial benefit to LAFCo.
- B. Each course must be taken on not more than fifty (50%) of LAFCo's time. Employees taking approved courses which encroach on their regular scheduled working hours shall be entitled to paid time off for such encroaching hours up to a total maximum amount of paid time off from work equal to fifty percent (50%) of the class time.
- C. Courses must be taken for credit; audited courses will not be reimbursed.
- D. Courses must be taken at accredited institutions. Correspondence courses from reputable institutions will be considered only when equivalent courses are not available at local accredited schools, or when the employee's circumstances prevent him/her from attending local courses.
- E. Prerequisite courses for eligible courses or courses which are required for the completion of a specific program are also eligibility for tuition reimbursement. However, reimbursement shall not be made until the appropriate eligible courses have been satisfactory completed.
- F. Courses are not eligible for tuition reimbursement if they:
  - (i) Are taken to bring unsatisfactory performance up to an acceptable level.
  - (ii) Are taken to acquire skills or knowledge which the employee was deemed to have when appointed.

- (iii) Duplicate in-service training which is available.
  - (iv) Duplicate training which the employee already had.
- G. Conventions, workshops, institutes, etc., are not included in the Tuition Reimbursement Program.
- H. Reimbursements shall be subject to certification by the Executive Officer and subject to the approval of the Executive Officer or when appropriate the Commission.
- I. Request for reimbursement must be approved before the course is undertaken.
- J. Reimbursement shall be made only upon presentation of evidence of payment for and successful completion of courses (as evidenced by a passing grade) and a satisfactory (standard or above) current performance evaluation. Reimbursement is made for the same fiscal year in which the course is completed and documentation must be presented to the Executive Officer within ninety (90) calendar days after the course completion date.

#### **Section 7.4 Nature of Reimbursement**

- A. Reimbursement in the amount of fifty (50) per cent may be made for tuition, registration fees, laboratory fees, and required textbooks. Other related expenses and incidental costs are not reimbursable.
- B. Reimbursement shall be limited as follows:
  - (i) No employees shall be reimbursed for more than two (2) courses in a single semester or quarter.
  - (ii) The maximum reimbursement that may be received by any employee in one fiscal year shall be one thousand one hundred (\$1,100) dollars.
  - (iii) An employee shall be reimbursed for expenses totaling five (\$5.00) dollars or more for a single course. Expenses less than \$5.00 for a single course is not reimbursable.
  - (iv) No employee shall be reimbursed for non-resident fees above the normal resident fees.

#### **Section 7.5 Procedure for Tuition Reimbursement**

- A. The employee shall request in writing to the Executive Officer or when appropriate the Chairperson, tuition reimbursement.
- B. The Executive Officer or when appropriate, the Chairperson shall either approve or deny the request based on the criteria set forth in this policy.
- C. Upon completion of an approved course, the employee shall provide proof of fees paid and grade achieved to the Executive Officer.

- D. The Executive Officer shall authorize the Auditor-Controller to issue a warrant to the employee for reimbursement.

### **Section 7.6 Continued Service Requirement**

An employee must continue in a full-time position for one (1) year from the date of last receipt of a tuition reimbursement warrant. Failure to continue in service to LAFCo, through resignation or discharge, will result in the forfeiture of any tuition reimbursement payments received less than one (1) year prior to separation.

## **Division 8. Expense Reimbursement Section**

### **Section 8.1 Travel Expense**

- A. LAFCo will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the Executive Officer.
- B. When approved, the costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by LAFCo. Employees are expected to limit expenses to the most economically reasonable amounts possible, subject to the Internal Revenue Service guidelines.
- C. The Executive Officer may approve reimbursement for other types of business related expenses which are in the best interest of LAFCo.
- D. Employees who are involved in an accident while traveling on business must promptly report the incident to the Executive Officer or when appropriate, the Chair of the Commission.
- E. Abuse of the business travel expenses policy, including falsifying claims to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.
- F. LAFCo will adhere to the adopted Travel Policy of Solano County except the above items (A-E) will supersede any travel related policy of Solano County.

### **Section 8.2 Other Expense Reimbursement**

LAFCo will reimburse employees for reasonable work-related expenses upon the approval of the Executive Officer. Such expenses may include:

- A. Meal costs for work-related meetings that run into meal times.

- B. LAFCo expenses advanced by the employee to cover cost when obtaining a warrant in advance is not practical.
- C. Other expenses that the Executive Officer determines were reasonably work-related.

## **Division 9. Personnel Files**

### **Section 9.1 General**

The LAFCo maintains a personnel file on each employee. An employee's personnel file shall contain only material that is necessary and relevant to the administration of LAFCo's personnel program. Personnel files are the property of LAFCo, and access to the information they contain is restricted.

### **Section 9.2 Notifying LAFCo of Changes in Personal Information**

Each employee is responsible to promptly notify the LAFCo Clerk of any changes in relevant personal information, including (1) mailing address, (2) telephone number, (3) persons to contact in emergency, and (4) number and names of dependents.

### **Section 9.3 Location of Personnel Files**

Personnel files shall be kept in a locked file cabinet in the Executive Officer's office.

### **Section 9.4 Medical Information**

- A. **SEPARATE CONFIDENTIAL FILES** - All medical information about an employee or applicant is kept separately and is treated as confidential, in accordance with the Americans with Disabilities Act (42 U.S.C. section 12112(d)(3)(b)) and the California Confidentiality of Medical Information Act (Cal. Civil Code section 56 et seq.), and any other applicable state or federal law.
- B. **INFORMATION IN MEDICAL FILES** - The LAFCo will not obtain medical information about an employee or applicant except in compliance with the California Confidentiality of Medical Information Act. To enable the LAFCo to obtain certain medical information, the employee or applicant may need to sign an **AUTHORIZATION FOR RELEASE OF EMPLOYEE MEDICAL INFORMATION**.
- C. **ACCESS TO MEDICAL INFORMATION** - Access to employee or applicant medical information shall be strictly limited to only those with a legitimate need to have such information for LAFCo business reasons, or if access is required by law, subpoena or court order. In the case of an employee with a disability, managers and supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations.

- D. The LAFCo will not provide employee or applicant medical information to a third party (except as permitted under the California Confidentiality of Medical Information Act) unless the employee signs an AUTHORIZATION FOR RELEASE OF EMPLOYEE MEDICAL INFORMATION in the form attached to this rule. The LAFCo will release only the medical information that is identified in the employee's authorization. If the employee's authorization indicates any limitations regarding the use of the medical information, the LAFCo will communicate those limitations to the person or entity to which it discloses the medical information.

### **Section 9.5 References and Release of Information in Personnel Files**

- A. PUBLIC INFORMATION - Upon request, the LAFCo will release to the public information about its employees as required by the Public Records Act. The LAFCo will not disclose personnel information if it believes doing so would constitute an unwarranted invasion of personal privacy.
- B. REFERENCE CHECKS - All requests from outside the LAFCo for reference checks or verification of employment concerning any current or former employee must be referred to the Executive Officer. Information will be released only if the employee signs and AUTHORIZATION FOR RELEASE OF EMPLOYMENT INFORMATION, except that without such authorization, the following limited information will be provided: dates of employment, and salary upon departure. Department heads and supervisors should not provide information in response to requests for reference checks or verification of employment, unless specifically approved by Executive Officer on a case-by-case basis.
- C. MEDICAL INFORMATION - Medical information will be released only in accordance with the rules set out in subsection 4 above.

### **Section 9.6 Employee Access to Personnel File**

- A. INSPECTION OF FILE - An employee may inspect his or her own personnel file, as defined in California Labor Code section 1198.5, at reasonable times and at reasonable intervals. An employee who wishes to review his or her file should contact the Executive Officer to arrange an appointment. The review must be done in the presence of the Executive Officer.
- B. COPIES - On request, an employee is entitled to receive a copy of any employment-related document he or she has signed. An employee who wishes to receive such a copy should contact Executive Officer or his/her designee. On request, the LAFCo will also provide an employee single copies of any other documents in his or her personnel file. The LAFCo may charge a reasonable fee for the copies these copies.

## **Position Description for LAFCo Executive Officer**

### **DEFINITION:**

Under policy direction of the Local Agency Formation Commission of Solano County (LAFCo), organizes, coordinates, and directs all LAFCo functions and activities, provides leadership, policy guidance, strategic direction, and day-to-day management of LAFCo; fosters cooperative working relationships with the Commission, the County of Solano, cities and special districts, the public and other agencies; performs related work as assigned.

The LAFCo Executive Officer is an “at-will” employee appointed by the LAFCo Commission. The LAFCo Executive Officer reports directly to the Commission and performs all duties necessary for the proper and efficient management of LAFCo as determined by the Commission and State Law.

### **EXAMPLES OF DUTIES:**

The following is used as a partial description and is not restrictive to duties required.

Plans, organizes and directs the activities of LAFCo; develops goals, policies and work programs for LAFCo subject to Commission review, directs implementation of policies and procedures; evaluates programs, procedures and systems for overall effectiveness.

Receives and analyzes applications and petitions for LAFCo action; determines legal acceptability for filings; checks and certifies petitions; conducts complex analysis and prepares written reports and recommendations; attends all LAFCo meetings.

Represents LAFCo in various negotiations with other governmental agencies, property owners and consultants regarding the authority and functions of LAFCo and the policies, procedures and funding of LAFCo.

Prepares and administers LAFCo’s annual budget, serves as the LAFCo fiscal officer.

Works closely with and advises the Commission, staff, the County of Solano, cities, special districts, the public and other agencies to implement LAFCo programs and to ensure compliance with laws and local policies.

Reviews and authorizes personnel actions; evaluates the work of subordinate personnel; reviews work plans and progress reports and confers with staff to define and solve problems. Responsible for the efficient and effective performance of all contractors.

Represents LAFCo before the media, other agencies, and the public.

Actively participates in LAFCo related organizations and professional associations.

### **QUALIFICATION GUIDELINES:**

Knowledge Of:

Local Agency Formation Commission law, practices and procedures; principles and practices of organization, management, governmental budgeting, administrative analysis and personnel administration; urban planning practices and techniques; federal, state and local laws guidelines relating to environmental protection.

Skills and Abilities In:

Planning, organizing, coordinating and directing LAFCo programs and activities.

Analyzing functional, organization and financial characteristics of local governmental agencies, evaluating alternatives, and recommending effective courses of action relating to LAFCo functions.

Interpreting, explaining and applying LAFCo law and policies and related state and federal laws.

Appointing, motivating and evaluating staff and providing for their training and professional development.

Representing LAFCo effectively in contacts with the public, the County of Solano and cities and special districts in the County, and other public agencies.

Promoting cooperative relationships with LAFCo constituent agencies and their staff, other public agencies, public groups concerned with LAFCo functions and operations.

Supplemental Information:

Works primarily in an office environment but regular travel is required within Solano County.

**RECRUITING STANDARDS:**

Education/Experience:

Graduation from an accredited college with a bachelor's degree in public administration, urban planning or a closely related field and five years of related experience in a professional capacity managing public programs and budgets involving multiple constituencies, or any combination of training and/or experience that could likely provide the desired knowledge, skills and abilities.

**OTHER REQUIREMENTS:**

Necessary Special Requirements: Possession of or the ability to obtain a valid unrestricted California driver license.

## **Position Description for LAFCo Analyst**

### **DEFINITION:**

Under general direction of the LAFCo Executive Officer, performs complex professional work in support of the Local Agency Formation Commission of Solano County (LAFCo), including data collection and analysis, report preparation, public contact; and other related duties as required.

The LAFCo Analyst is an “at-will” employee appointed by the LAFCo Executive Officer. The LAFCo Analyst acts as program coordinator and project manager to implement various components of LAFCo work program; to review and analyze proposals for local agency boundary changes and conduct complex studies related to the provision of local governmental services; to present summarized information and recommendations to the Executive Officer and the Commission based on analysis; to supervise other staff members and to administer consulting contracts as assigned by the Executive Officer; and, to provide administrative assistance to the Executive Officer as required.

### **EXAMPLES OF DUTIES:**

Duties may include, but are not limited to the following:

1. Researches, compiles synthesizes, analyzes and interprets information and data necessary to meet State law requirements and LAFCo policies and objectives.
2. Reviews and analyzes proposes filed with LAFCo, conducts field investigations, makes recommendations and prepares and presents staff reports.
3. Performs analysis relating to the California Environmental Quality Act (CEQA), reviews and, as necessary, prepares CEQA documents necessary for LAFCo action.
4. Conducts special studies involving inter-jurisdictional and inter-agency coordination, some of which may be complex, controversial and/or politically sensitive.
5. Performs administrative functions such as developing fee schedules, surveys, and policy and procedures manuals.
6. Makes presentations and manages public participation processes relating to pending LAFCo proposals, LAFCo programs and LAFCo laws, policies and procedures.
7. Provides support to the Executive Officer in analyzing and preparing the LAFCo budget for action by the Commission.
8. Oversees the daily administration of the fiscal affairs of LAFCo in accordance with LAFCo and County of Solano policies and Memorandums of Agreement, including accounts receivables, accounts payable, and payroll.
9. Performs general administrative assistance to the Executive Officer
10. Prepares, publishes, posts, and mail public notices, LAFCo agendas and related documents; coordinates the required filing and distribution of documents, forms and reports.
11. Act as clerk at Commission meetings.
12. Participates in LAFCo related organizations and professional associations.

**QUALIFICATION GUIDELINES:**

Knowledge, Skills, and Abilities:

Comprehensive knowledge of: Local Agency Formation Commission law, practices and procedures; principles, practices and techniques of urban and regional planning; federal, State and local laws and regulations relating to the organization, financing and functions of cities and special districts, federal, State and local laws and guidelines relating to environmental protection.

Working knowledge of: Research and statistical methods; public finance; public infrastructure; interagency relationships, map reading; Microsoft Office and geographic information system software.

Working ability to: Communicate effectively orally and in writing; collect, analyze and interpret data; formulate recommendations, solve complex problems; establish and maintain effective working relationships with elected officials, the public and staff of other agencies; meet deadlines; and, work independently.

Supplemental Information:

Works primarily in an office environment but regular site inspections and meetings at various locations throughout Solano County are required.

**RECRUITING STANDARDS**

Education/Experience:

Extensive experience as a project manager for a California city or special district and/or extensive experience in land use planning, which has led to the acquisition of the required knowledge, skills and abilities. The required knowledge, skills and abilities can be obtained by completion of a Bachelor's degree in public administration, urban planning or a closely related field and four or more years of progressively responsible LAFCo, land use planning or related experience.

Substitution:

Additional experience or non-related degrees may be substituted for the required education and experience.

**OTHER REQUIREMENTS:**

Necessary Special Requirements: Possession of or the ability to obtain a valid unrestricted California driver license.

## Appendix A – Salary Schedule

Classifications represented under this Personnel and Salary Resolution are:

- LAFCo Executive Officer
- LAFCo Analyst

1. The present monthly pay rate for represented classification is:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
LAFCo Analyst	\$5,354.86	\$5,622.61	\$5,903.74	\$6,198.92	\$6,508.87
LAFCo Executive Officer	\$7,597.41	\$7,977.28	\$8,376.15	\$8,794.96	\$9,234.70

2. Effective August 17, 2014 the monthly pay rate for represented classification shall be:

Classification	Step 1	Step 2	Step 3	Step 4	Step 5
LAFCo Analyst	\$5,547.64	\$5,825.02	\$6,116.27	\$6,422.09	\$6,743.19
LAFCo Executive Officer	\$8,662.89	\$9,096.04	\$9,550.84	\$10,028.38	\$10,529.80

3. Effective September 28, 2014 the monthly pay rate for represented classifications shall be increased by two percent (2%).
4. **Effective July 1, 2015 the monthly pay rate for represented classifications shall be increased by two percent (2%).**
5. Processed after the monthly pay rate increase of September 28, 2014, and effective September 28, 2014 and continuing thereafter, the LAFCo Analyst's monthly pay rate shall remain at the sum of the September 28, 2014 monthly pay rate plus the cash value (as of September 27, 2014) of the Social Security in-lieu income (**Section 6.2**) (hereinafter called the "y-rate pay") until the maximum pay rate for the LAFCo Analyst exceeds the "y-rate pay" upon which the LAFCo Analyst's pay shall be increased to the salary step which most closely matches but does not exceed the "y-rate pay." Nothing within this section shall prevent LAFCo from reducing the LAFCo Analyst pay because of disciplinary action, reduction in hours, furlough or similar pay reductions.
6. The hourly pay rate is calculated by multiplying monthly pay rate by twelve (12) months and dividing that value by two thousand eighty (2,080) hours.

## **Appendix B – List of Positions Exempt from Overtime Requirements**

1. Executive Officer
2. LAFCo Analyst

## Employee Acknowledgement Form

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

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

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EMPLOYEE’S NAME (printed)

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EMPLOYEE’S SIGNATURE

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Date