



**Local Agency Formation Commission
for San Bernardino County**

**Human Resources
Policies & Guidelines**

_____ **2011** _____

Deleted: May 20, 2009

TABLE OF CONTENTS

Chapter I: Working Environment		Section	Deleted: Section
Employee Acknowledgment Form		101	Deleted: Number
At-Will-Employment		102	
Equal Employment Opportunity		103	
Disability Accommodation		104	
Policy Against Harassment		105	
Workplace Anti-Violence Policy		106	
Drug and Alcohol Policy		107	
<u>Relocation</u>		<u>108</u>	
Chapter II: Employment		Section	Deleted: Section
Employment Categories <u>and Classifications</u>		<u>201</u>	
Compensation		202	
Pay Policies		203	
<u>Performance Management</u>		<u>204</u>	
<u>Personnel Records</u>		<u>205</u>	
Problem Resolution <u>Procedure</u>		<u>206</u>	
Termination		207	
<u>Reemployment</u>		<u>208</u>	
<u>Expense Reimbursement</u>		<u>209</u>	
Chapter III: Time Off		Section	Deleted: Section
Sick Leave		301	
Vacation		302	
Holidays		303	
Other Time Off		<u>304</u>	
<u>Military</u>		<u>305</u>	
<u>Workers' Compensation</u>		<u>306</u>	
Family and Medical Leave		<u>307</u>	Deleted: <#>Bereavement Leave . . . 304¶ <#>Voting and Court Related Leave . . . 305¶ <#>Admin., Examination, Blood Donation Leave 306¶ - - - - -Page Break- - - - - <#>¶ <#>San Bernardino LAFCO TABLE OF CONTENTS
Pregnancy <u>Disability</u> Leave		<u>308</u>	Deleted: 12
			Deleted: 13

Chapter IV: Security, Safety and Equipment **Section**

Computer and E-Mail Usage	401
Safety	402
Desk Inspection Policy	403

Deleted: Section

Deleted: Section 5: Programs _____¶
Tuition Reimbursement and Membership
Dues—504¶

Adopted September 15, 2004

Amended:

July 18, 2007

August 20, 2008

January 21, 2009

Repealed and Adopted as Revised and Amended ____, 2011

CHAPTER I: WORKING ENVIRONMENT

Deleted: Section

* Employee Acknowledgment Form	101
* At-Will-Employment	102
* Equal Employment Opportunity	103
* Disability Accommodation	104
* Policy Against Harassment	105
* Workplace Anti-Violence Policy	106
* <u>Drug and Alcohol Policy</u>	107
* <u>Relocation</u>	<u>108</u>

101: EMPLOYEE ACKNOWLEDGEMENT FORM

(Amended ____, 2011)

Consistent with applicable laws, the following sections represent the Benefits Plan established by the San Bernardino Local Agency Formation Commission (hereinafter "SB LAFCO"). These policies and guidelines shall in no manner be interpreted as a guaranteed or implied contract between the SB LAFCO and any employee or group of employees.

All employees shall acknowledge receipt of the Human Resources Policies and Guidelines by signing the form titled "Employee Receipt of San Bernardino LAFCO Human Resources Policies and Guidelines" with placement of the signed form in the employee's personnel file.

Deleted: I have received and read a copy of the SB LAFCO employee policy manual and understand all the SB LAFCO policies, guidelines and procedures stated within. The guideline manual describes important information about SB LAFCO, and I understand that I should consult the appointed Human Resources Representative or Executive Officer regarding any questions I might have. I have entered into my employment relationship with SB LAFCO voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or SB 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 neither a contract of employment nor a legal document.¶

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

¶ **EMPLOYEE'S NAME (printed):** _____ ¶

¶ **EMPLOYEE'S SIGNATURE:** _____ ¶

¶ **DATE:** _____ ¶

102: AT- WILL-EMPLOYMENT

(Amended _____, 2011)

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

Deleted: the

Policy: The employment relationship between San Bernardino LAFCO and its employees is for an unspecified term and may be terminated by the employee, or SB LAFCO Executive Officer or the Commission of SB LAFCO at any time, with or without cause or advanced notice. [The LAFCO Commission is the appointing authority for the LAFCO Executive Officer. The LAFCO Executive Officer is the appointing authority for all other LAFCO employees.](#) Also, SB LAFCO reserves the right to transfer, demote, suspend and administer discipline with or without cause or advance notice.

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

Deleted: of

Deleted: Appointing Authority:

Deleted: The LAFCO Commission is the appointing authority for the LAFCO Executive Officer. The LAFCO Executive Officer is the appointing authority for all other LAFCO employees.¶

103: EQUAL EMPLOYMENT OPPORTUNITY

(Amended _____, 2011)

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

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

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

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

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

104: DISABILITY ACCOMMODATION

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

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

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

105: POLICY AGAINST HARASSMENT

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

Policy:

A. SB LAFCO prohibits and will not tolerate unlawful harassment. This policy applies to all persons involved with SB 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, [gender characteristics](#), [gender identity](#), marital status, [caregiver responsibilities](#), citizenship, pregnancy, physical and mental disabilities, veteran or any other consideration made unlawful by federal, state or local laws, including persons perceived to have any of these characteristics. SB 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 SB LAFCO's employees. (*Amended 2011*)

B. Definition - Unlawful harassment is generally conduct that: does not relate to the business of SB 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:

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

- 4) Threats, demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors.

C. Reporting and Complaint Procedure - An employee who believes that he or she has been subjected to any form of prohibited harassment should make a complaint, preferably written, to his or her supervisor, the Executive Officer or the Chair of the Commission. If the employee is uncomfortable approaching either his or her supervisor, 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 individuals involved and the names of any witnesses.

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

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

106: WORKPLACE ANTI-VIOLENCE POLICY

(Amended ____, 2011)

Scope: The intent of this policy is to establish the Workplace Anti-Violence Policy for SB LAFCO.

Policy: SB LAFCO is committed to providing a workplace that is free from acts of violence or threats of violence. In keeping with this commitment, SB LAFCO has established a strict policy that prohibits any employee from threatening or committing any act of violence in the workplace, while on duty, while on SB LAFCO-related business, or while operating any vehicle or equipment owned or leased by SB LAFCO. This policy applies to all employees.

In order to achieve our goal of providing a workplace that is secure and free from violence, SB LAFCO must enlist each employee's support. Compliance with this policy and SB LAFCO's commitment to a zero-tolerance policy with respect to workplace violence is every employee's responsibility. A violation of the policy's terms, by engaging in or contributing to violent behavior or by threatening others with violence may lead to disciplinary action, up to and including immediate termination.

If an employee becomes aware of an imminent act of violence or threat of violence, the employee is to immediately call 911 and then notify ~~the Executive Officer~~ or any member of management. Employees should also immediately inform ~~the Executive Officer~~ about any workplace security hazards. If ~~the Executive Officer~~ is not readily available, employees should immediately inform any member of ~~Management~~ so that appropriate action can be taken.

There will be no retaliation against employees for bringing a complaint in good faith under the Workplace Anti-Violence Policy 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.

Deleted: his or her supervisor

Deleted: their supervisor

Deleted: a

Deleted: supervisor

Deleted: Senior

107: DRUG AND ALCOHOL POLICY

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

Policy: Because all employees deserve to work in a safe, efficient and productive environment, all employees must work free from the effects of drugs, alcohol or other controlled substances.

Drugs refer to any drug, including prescribed medication, which is not legally obtained. Using prescribed drugs for other than prescribed purposes is also not acceptable.

SB LAFCO strictly prohibits using, being under the influence of, possessing, distributing, selling or buying drugs or alcohol on SB LAFCO property or time, including break or meal periods. The possession or use of drug paraphernalia is also prohibited on SB LAFCO property or time, including break or meal periods.

Each employee is accountable for the performance of his or her job duties and personal conduct at all times. Employees should be aware that if a problem with their job performance exists, SB LAFCO will address those issues with the employee, regardless of any substance problem that the employee may have.

SB LAFCO considers failure to comply with these guidelines to be a serious matter. It may result in disciplinary action, up to and including immediate termination.

108: RELOCATION

(Added _____, 2011)

Scope: The appointing authority may approve reimbursement of moving expenses incurred by new employees upon proof/receipts provided. Such reimbursement is restricted to airfare, auto mileage, meals, overnight stay, and airport transit.

Policy: The SB LAFCO Executive Officer may approve moving expenses up to but not exceeding five thousand dollars (\$5,000) for any employee new to SB LAFCO employment for moving expenses authorized, incurred and documented as a result of accepting the position and remaining for twelve (12) months subsequent to hire.

The SB LAFCO Executive Officer may approve moving expenses up to but not exceeding five thousand dollars (\$5,000) for any employee new to SB LAFCO employment. The Chairman of the Commission may approve such moving expenses for the SB LAFCO Executive Officer. Reimbursement of moving expenses in excess of five thousand dollars (\$5,000) must be approved by the Commission.

For employees not covered by A and B above, the following provision applies.

To assist with the recruitment and appointment of qualified individuals to hard-to-recruit positions/classifications, upon request of the appointing authority, the Executive Officer or designee may authorize reimbursement of a new employee's relocation-related expenses incurred as a result of accepting employment with SB LAFCO, as follows:

Miles Relocated	Maximum Reimbursement
<u>500-1000 Miles</u>	<u>\$1,000.00</u>
<u>1001-2000 Miles</u>	<u>\$2,000.00</u>
<u>More than 2000 Miles</u>	<u>\$2,500.00</u>

Such reimbursement may be provided to employees upon initial employment with SB LAFCO, provided that the employee (1) is appointed to a regular position; (2) submits original receipts documenting expenses incurred; and (3) agrees to remain employed in the regular position for at least twelve months.

If the employee voluntarily resigns employment prior to completion of 12 months service, the employee shall be required to reimburse SB LAFCO for any payment made under this subsection. If the employee fails to reimburse SB LAFCO, the amount shall be recovered via payroll recovery from the employee's final pay.

CHAPTER II: EMPLOYMENT

Deleted: Section

* Employment Categories <u>and Classifications</u>	201
* Compensation	202
* Pay Policies	203
* Performance Management	204
* Personnel Records	205
* Problem Resolution <u>Procedure</u>	206
* Termination	207
* <u>Reemployment</u>	<u>208</u>
* <u>Expense Reimbursement</u>	<u>209</u>

201: EMPLOYMENT CATEGORIES AND CLASSIFICATIONS

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

Policy:

A. EMPLOYMENT CATEGORIES

1. These categories do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and SB LAFCO.
 - a) Exempt - Exempt employees are classified as being exempt from the provisions of the state and federal wage and hour laws and are compensated for performing defined functions and assignments, not for hours worked. Irregular hours can be expected in these positions.
 - b) Non-Exempt - Non-exempt employees are classified as being non-exempt from the provisions of the state and federal wage and hour laws and are compensated for hours worked and are paid overtime wages in accordance with state and federal regulations.
 - c) An employee's EXEMPT or NON-EXEMPT classification may be changed only upon written notification by SB LAFCO management.
2. In addition to the above categories, each employee will belong to one other employment category:
 - a) Regular Full Time - Employees who are not in a temporary status and who are regularly scheduled to work 40 hours per week are Regular Full-Time Employees and are generally eligible for SB LAFCO's benefit package, subject to the terms, conditions, and limitations of each benefit program.
 - b) Part-Time - Employees who are not assigned to a temporary status and who are regularly scheduled to work less than 40 hours per week are Regular Part-Time Employees. While they do receive all legally mandated benefits on an hourly prorated basis (such as Social Security and workers' compensation insurance), they may not be eligible for all of SB LAFCO's additional benefit programs. (Eligibility for additional optional

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

¶ **Policy:** .

Deleted: classifications

benefits such as medical, life, etc., is based on the current agreements with the insurance carriers. These are reviewed annually for hours eligibility.) For additional information please refer to benefit specifics.

- c) Temporary - Employees hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project are considered temporary. The duration of the temporary position will be based on the requirements of the project or assignment and may be full or part-time. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change in writing, signed by the Executive Officer. Temporary employees are ineligible for SB LAFCO's benefit programs except legally mandated benefits.

d) Dual Appointments - The appointment of two (2) full time employees to the same budgeted regular position may be authorized by the Appointing Authority to facilitate training, to make assignments to a position which is vacant due to extended authorized leave of absence or in an emergency. (Added ____, 2011)

e) Job Share - When appropriate for business conditions, SB LAFCO will make reasonable accommodations for employees who desire to share their position with other qualified employees or eligible person subject to the approval of the Executive Officer. These requests must be in writing. Jobs may be shared on an hourly or daily basis. Benefits provided by SB LAFCO shall be prorated to the extent practicable. (Added ____, 2011)

Deleted: appropriate

B. EMPLOYMENT CLASSIFICATIONS (Added ____, 2011)

Classification is a management tool to ensure the accurate reflection of tasks and duties involved in each position.

Whenever positions are subject to any change as a result of classification review and are allocated within the Exempt Group, any action shall be on the recommendation of the Appointing Authority. Any request to review a classification action shall be submitted to the Appointing Authority who shall have the final and binding authority in the review process determination.

Upgrade -- An upgrade is the reclassification of a position from one classification to another classification having a higher base salary range.

Downgrade -- A downgrade is the reclassification of a position from one classification to another classification having a lower base salary range. When a position is downgraded, the Appointing Authority may authorize continuation of the same salary rate payment to the incumbent employee that the employee received prior to the downgrading of the position by placing the employee on an "X" step, provided that the employee shall receive no future salary rate increases until the salary rate of the position held exceeds the "X" step.

202: COMPENSATION

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

Policy: **A.** It is the intention of SB LAFCO to provide compensation to its employees based on identified responsibilities, skill levels, performance of responsibilities, educational accomplishments and current comparable wages for the region.

Annual compensation reviews will be conducted to assess the employees' performance of the responsibilities as outlined in their job description. The percentage and/or dollar amount to be allocated for merit increases will be determined in the annual budget process with the Commission by recommendation of the Executive Officer. Special compensation adjustments may be made if necessary.

Bi-annual review of the compensation structures will be conducted and if appropriate, adjustments made to accommodate any necessary changes to the established salary range.

Issues regarding compensation should be addressed to the immediate supervisor, Executive Officer or appointed Human Resources Representative.

B. Effective June 18, 2011, the following shall be the salary ranges for LAFCO positions (Added ____, 2011):

<u>Position</u>	<u>Hourly Range</u>	<u>Annual Range</u>
Executive Officer	As determined by the Commission	
Assistant Executive Officer	\$38.58 to \$49.33	\$80,246 to \$102,606
Project Manager	\$30.17 to \$38.58	\$62,754 to \$80,246
Deputy Clerk to the Commission	\$18.52 to \$23.64	\$38,522 to \$49,171

C. Special Assignment Compensation (Added ____, 2011)

Increases in pay may be granted to recognize the temporary assignment of additional responsibilities that are significant in nature and beyond the normal scope of the position. No award shall be made in any situation related to a vacation, short-term illness or other relief which is six (6) weeks or less. The duration of such assignments are not intended to exceed one (1) calendar year except in unusual circumstances approved by both the Executive Officer and the Commission or designee. Employees will normally

not be in a probationary status. The employee shall be required to meet standards for satisfactory performance.

Compensation shall be awarded in pay period increments, and shall be in the form of a specified percentage of the employee's base pay. The Appointing Authority will determine the amount in increments of one percent (1%) from a minimum of two and one-half percent (2-1/2%) up to a maximum of seven and one-half percent (7-1/2%). The additional compensation will be computed at the specified percentage of the current base pay of the employee for each pay period. Such increases in pay shall not affect an employee's step advancement in the base range pursuant to the Salary Rates and Step Advancements section.

Requests for Special Assignment Compensation may be initiated by the Appointing Authority or an employee via the Appointing Authority. The Appointing Authority and the employee bear mutual responsibility for initiating the compensation request in a timely manner and adhering to the compensation provisions defined in this provision. It is important to obtain Appointing Authority review of the request in advance of the date the employee begins the assignment, since there is no guarantee the request will be approved. Special Assignment Compensation is to be effective only with the Commission's written approval, assignment of the greater level of duties, and signed acceptance by the employee.

This provision shall not be utilized to circumvent or provide additional compensation over and above that which may be provided in "Classification" and "Assignment to Vacant Higher Position." These aforementioned provisions are mutually exclusive concepts and as such there shall be no dual or multiple requests based on the same facts.

D. Bilingual Compensation (Added _____, 2011)

Upon the approval of the Commission or designee, employees required to perform bilingual translation involving the use of English and a second language (including American Sign Language) as a condition of employment, shall be eligible for bilingual compensation in the amount of forty-five dollars (\$45.00) per pay period. Such compensation shall apply regardless of the total time required per day for such translation. Such employees must be certified as competent in translation skills by the Appointing Authority to be eligible for compensation.

203: PAY POLICIES

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

Policy:

A. Payment of Wages

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

Employees are required to make arrangements for the direct deposit of all paychecks into the financial institution of their choice via electronic fund transfer.

B. Corrections to Payroll

Errors arising from the payroll processing will be worked out with the payroll contact and the employee. The employee's supervisor will be involved only if that supervisor was involved in the error. Payment due to a correction will be processed in accordance with state law.

C. Overtime Pay *(Amended _____, 2011)*

When operating requirements or other needs cannot be met during regular working hours, employees may be required to work overtime. All overtime work must receive the **Executive Officer's** prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Deleted: supervisor's

Overtime compensation is paid to all non-exempt employees in accordance with current federal and state wage and hour accommodations. Please refer to current postings for additional information. Overtime pay is based on actual hours worked. Time off on sick leave, vacation leave, or any leave of absence will not be considered hours worked for purposes of overtime calculations.

D. Work Hours *(Amended _____, 2011)*

Work schedules for employees **may vary within the** organization. Supervisors will advise employees of their individual work schedules. 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.

Deleted: throughout our

Effective July 18, 2011, the LAFCO office shall operate on a nine-day/80-hour work period with the office closed every other Friday. A schedule of days that the office is closed shall be posted on the SB LAFCO website.

E. Time-Keeping

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

Non-exempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Employees should record work hours only for themselves. An employee who submits erroneous or tardy timesheets will be subject to discipline, up to and including termination.

Altering, falsifying, or tampering with time records may result in termination.

If corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by initialing the time record.

204: PERFORMANCE MANAGEMENT

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

Policy:

A. Performance Review (Amended _____, 2011)

A review and discussion of each employee's performance is conducted annually to enable the employee and the supervisor to discuss the employee's performance relative to his/her goals and objectives in addition to those of SB LAFCO. Supervisors and employees are also strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. A formal performance evaluation is conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

The performance of all employees is generally evaluated according to a one-year cycle, on or around the employee's anniversary date. However, the frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties or recurring performance problems but never more than one year apart.

Deleted: 1

The terms for performance include:

- 1= Needs improvement
- 2= Proficient
- 3= Strong
- 4= Exceptional

Deleted: 3

While merit-based pay adjustments are awarded by SB LAFCO in an effort to recognize truly superior employee performance, positive performance evaluations do not always guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the agency and depend on many factors in addition to performance. Please refer to the Compensation Policy #202 for further information. After receiving their review, employees will be asked to sign the evaluation report acknowledging that it has been presented and discussed between the employee and supervisor. The employee's signature does not represent an agreement with the performance review but rather an acknowledgement of receipt of the report and discussion.

SB LAFCO's provision of performance evaluations does not alter the at-will employment relationship.

B. Eligibility for Step Advancement (Added ____, 2011)

New employees shall be hired at step 1 of the established base salary range, except as otherwise provided in this section. Variable entrance steps may be established if justified by recruitment needs through Step 5 with the approval of the Executive Officer and through Step 11 with the approval of the Commission or designee.

Within the base salary range, all step advancements will be made at the beginning of the pay period in which the employee completes the required number of service hours. Approval for advancement shall be based upon completion of required service hours in the classification, satisfactory work performance, and Appointing Authority recommendation.

Completed service hours shall be defined as regularly scheduled hours in a paid status, up to 80 hours per pay period. Overtime hours and time without pay shall not count toward step advancements. Step advancements within a base salary range shall be based upon two step increments, approximately five percent. Effective June 18, 2011, step advancements within a base salary range shall be based upon a one step increment, approximately two and one-half percent. The employee shall be eligible for the first step advancement after completion of 1040 hours and subsequent step advancements after completion of additional increments of 2080 hours.

C. Probationary Period (Added ____, 2011)

1. Exempt: The probationary period for exempt employees shall be 26 pay periods.

2. Non-Exempt: The probationary period for non-exempt employees shall be 13 per periods.

Upon successful completion of the probationary period, regular employees will receive an annual review with their supervisor to discuss their performance relative to the established goals and objectives. The evaluation includes the measurement of both conduct and production standards. Disciplinary actions, in keeping with legal requirements in the form of suspensions, demotions, salary reductions and dismissal from SB LAFCO employment will be administered in accordance with the Human Resources Policies

and Guidelines. An Exempt employee with regular status may appeal an order of suspension, demotion, salary step reduction or dismissal from SB LAFCO employment to the Commission and request a hearing via a written request within five (5) work days of receipt of the order.

C. Demotions (Added _____, 2011)

A demotion is the appointment of an employee from an incumbent position to a position in a different classification for which the maximum rate of pay is lower. An employee demoted for disciplinary reasons shall be placed on the step within the base salary range of the class to which demoted as provided in the Order of Demotion. The Commission shall designate the classification and salary in the event demotion is authorized.

An employee demoted for non-disciplinary reasons shall be retained at the same salary rate, provided the salary rate does not exceed step 11 in accordance with the provisions of the Downgrade section, with the approval of the Appointing Authority and the Commission.

D. Promotions (Added _____, 2011)

A promotion is the appointment of an employee from one classification to a classification having a higher base salary range. A promoted employee shall receive at least the entrance rate of the new range or a two (2) step salary increase, whichever is greater, provided that no employee is thereby advanced in step nor advanced above step 11 of the higher base salary range. At the discretion of the Appointing Authority an employee may be placed at any step within the higher base salary range. Promotions shall be effective only at the beginning of a pay period. All promotions are subject to the review and approval of the Commission.

205: PERSONNEL RECORDS

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

Policy: Employees have the right to inspect certain documents in their personnel file, as provided by law, in the presence of a SB LAFCO representative at a mutually convenient time. Only documents previously signed by the employee are allowed to be copied. Employees may add written versions of any disputed item to their file.

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

206: PROBLEM RESOLUTION PROCEDURE

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

Policy: SB LAFCO is committed to encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from supervisors and management.

SB LAFCO strives to ensure fair and honest treatment of all employees. Supervisors, managers, and employees are expected to treat each other with mutual respect. All employees are encouraged to offer positive and constructive criticism.

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

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

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

Officer has full authority to make any adjustment deemed appropriate to resolve the problem.

5. If the problem is of a nature that extends beyond or involves the Executive Officer, the employee may consult with Human Resources or the Chair of the Commission to follow the resolution procedures.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment.

207: TERMINATION

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

Policy: Termination of employment is an inevitable part of personnel activity within any organization. Because employment with SB LAFCO is based on mutual consent, both the employee and SB LAFCO have the right to terminate employment at-will, with or without cause at any time.

A. Voluntary Resignation

An employee who voluntarily resigns his/her employment is asked to prepare a written letter of resignation informing SB LAFCO of the intended resignation date. An employee is also considered to have voluntarily terminated employment by failing to report to work for three consecutive scheduled workdays without notice, or without prior approval by their supervisor.

B. Discharge

The violation of the policies and guidelines of SB LAFCO may result in disciplinary action up to and including termination. Although SB LAFCO may use progressive discipline including, but not limited to verbal and written warnings, suspension, probationary periods and termination of employment, the system is not formalized. SB LAFCO reserves the right to utilize any form of disciplinary action, up to and including immediate termination, at any stage it deems appropriate, depending on the circumstances. Although progressive discipline may be used the at-will relationship is still in tact between the employee and SB LAFCO.

C. Exit Interview

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

Employees will receive their final pay in accordance with applicable state law. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued, and of the terms, conditions and limitations of such continuance.

208: REEMPLOYMENT

(Added ____, 2011)

Scope:

Reemployment of regular employees may be entitled to previous benefits and status levels.

Policy:

- A. A regular employee who has terminated from SB LAFCO employment, and who is subsequently rehired in the same classification in a regular position within one year (i.e., beginning the first day of work by the 365th calendar day), may receive restoration of salary step, vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with the Leave Provisions section and the Retirement Plan contribution rate (provided the employee complies with any requirements established by the Retirement Board), subject to the approval and conditions established by SB LAFCO. Such employees begin accruing vacation and sick leave and may utilize the same immediately. The employee shall be required to serve a new probationary period, unless waived by the Executive Officer or designee. The employee shall be provided a new date of hire for purposes of SB LAFCO seniority.
- B. A regular employee who has terminated from SB LAFCO employment and who is subsequently rehired to a regular position in the same job family within one year, (i.e., beginning the first day of work by the 365th calendar day), may receive restoration of vacation accrual rate, sick leave, and retirement contribution rate in the same manner as described above. Such employees begin immediately accruing vacation and sick leave and may utilize the same immediately. The employee shall be required to serve a new probationary period, unless waived by the Executive Officer or designee. The employee shall be provided a new date of hire for purposes of SB LAFCO seniority.
- C. A regular employee who has terminated SB LAFCO employment, and who is subsequently rehired to a regular position in another job family within a ninety (90) calendar day period, must begin the first day of work within ninety (90) calendar days, may receive restoration of salary step (in the instance of rehire in the same classification at the same pay range as the position originally held), vacation accrual rate, sick leave and retirement contribution rate in the same manner as described above. The employee shall be required to serve a new probationary period, unless waived by the Executive Officer or designee.
- D. A regular employee who has been laid off from SB LAFCO employment and is subsequently rehired to a regular position within one (1) year shall receive restoration of vacation accrual rate and sick leave in the same manner as described above. Restoration of retirement contribution rate shall be in accordance with applicable state law and in compliance with any requirements

established by the San Bernardino Retirement Board. For purposes of this section, a regular employee shall mean an employee in a regular position who held regular status in any classification during the previous period of SB LAFCO employment.

209: EXPENSE REIMBURSEMENT

(Added ____, 2011)

Scope:

Reimbursement for SB LAFCO business expenses including but not limited to travel, lodging, meals, laundering, gratuities and other related costs is subject to the approval of the appointing authority. Reimbursement for expenses for travel and subsistence will be as listed below.

Policy:

A. General Provisions. The purpose of this section is to define the policy and procedures by which employees shall report and be reimbursed for necessary expenses incurred on behalf of SB LAFCO, except as may be otherwise provided in this Plan.

B. Responsibilities. It shall be the responsibility of each Appointing Authority or designee to investigate and approve each request for expense reimbursement. It shall be the responsibility of each employee to obtain prior approval from the appropriate Appointing Authority or designee to incur a business expense. Prior approval may be in the form of standing orders issued by the Appointing Authority.

C. Travel Authorization

1. Travel outside the State of California must be approved by the Commission or designee except when the trip outside California is within twenty (20) miles of the California border or travel through a location anywhere in the adjacent state as a means of arriving at a location within California.
2. The appointing authority or designee shall initiate Travel Requests. The Commission and Auditor/Controller-Recorder shall be notified in writing of all such designees.
3. The Appointing Authority or designee is authorized to approve necessary travel within the State of California and use of transportation mode consistent with this section.

D. Authorization for Attendance at Meetings

1. Appointing authorities may authorize attendance at meetings at SB LAFCO expense when the program material is directly related to an important phase of SB LAFCO service and holds promise of benefit to the SB LAFCO as a result of such attendance.

2. Authorization for attendance at meetings without expense reimbursement, but on SB LAFCO time, may be granted when the employee is engaged on the SB LAFCO's behalf, but from which the gain will inure principally to the benefit of the employee and only incidentally to SB LAFCO.

E. Records and Reimbursements

1. Requests for expense reimbursements should be submitted once each month, except if the amount claimable for any month does not exceed twenty-five dollars (\$25.00), the submission may be deferred until the amount exceeds twenty-five dollars (\$25.00) quarterly, or until June 30th during the current fiscal year, whichever occurs first. At the end of the fiscal year, expense reimbursement claims for July 1st and beyond, must be on a separate claim from those expenses claimed for June 30th or earlier.
2. Receipts or vouchers which verify the claimed expenditures will be required for all items of expense, except
 - a. Subsistence, except as otherwise provided in this section.
 - b. Private mileage.
 - c. Taxi, rental car, bus and ferryboat fares; bridge and road tolls; and parking fees.
 - d. Telephone and telegraph charges.
 - e. Other authorized expenses of less than one dollar (\$1.00).
3. Claims for expense reimbursement totaling less than one dollar (\$1.00) in any fiscal year shall not be paid.
4. Reimbursement shall not be made for any personal expenses such as, but not limited to, entertainment, barbering, etc.
5. Except as otherwise provided in this section, expense reimbursements shall be made on an actual cost basis.

F. Transportation Modes

The general rule for selection of a mode of transportation is that mode which represents the lowest expense to SB LAFCO.

1. Travel via private automobile

Reimbursement for the use of privately owned automobiles to conduct SB LAFCO business shall be at the current IRS allowable rate. Reimbursement at this rate shall be considered as full and complete payment for actual necessary expenses for the use of the private automobile, insurance, maintenance and all other transportation-related costs. SB LAFCO does not provide any insurance for private automobiles used on SB LAFCO business. The owner of an automobile is responsible for the personal liability and property damage insurance when the vehicle is used on SB LAFCO business.

- a. When employees, traveling on official SB LAFCO business, leave directly from their principal place of residence rather than from their assigned work location, mileage allowed to the first work contact point shall be the difference between the distance from the residence to the assigned work location and the distance from the residence to the first work contact point. If the first work contact point is closer than the assigned work location, no mileage shall be allowed. If the employee departs from the last work contact point directly to the residence, the same principle governs.

Employees may have multiple assigned work locations. Mileage allowed is based on the assigned work location for that day. When employees have more than one assigned work location in a standard tour of duty, mileage shall be allowed between assigned work locations. In no case will mileage be allowed between the employee's residence and the assigned work location.

- b. Travel via Rental Vehicles. Reimbursement will be provided for the cost of a rental vehicle used for business purposes if such use is approved by the Appointing Authority. Reimbursement will not be provided for the additional costs incurred if any employee purchased any additional insurance or signs a Collision Damage Waiver (CDW) when renting a vehicle for SB LAFCO business. Requests for reimbursement for gasoline for rental vehicles must be accompanied by a copy of the rental agreement or rental receipt and gasoline receipt.

2. Travel via air

- a. Commercial Aircraft. When commercial aircraft transportation is approved, the "cost of public carrier" shall mean the cost of air coach class rate including tax and security surcharges. Travel via charter aircraft shall be limited to emergencies, or when other types of transportation are impractical or more expensive. Specific prior approval for travel via aircraft must be obtained from the Commission.

b. Private Aircraft. When private aircraft transportation is approved by the Appointing Authority, reimbursement will be as follows:

i. Reimbursement for use of aircraft owned or rented and flown by SB LAFCO personnel will be for equivalent road miles at the first mile rate of the current private automobile use reimbursement schedule. Landing or tie-down fees will be reimbursed similar to auto parking charges.

ii. Reimbursement for trips to and from the following destinations will be limited to the cost of public carrier except when justified by unusual circumstances as determined by the SB LAFCO Executive Officer or designee: Oakland, Sacramento, San Francisco and San Jose.

iii. Authorized charter flights with a licensed charter service providing the aircraft and pilot will be reimbursed at actual cost. Charter flights must be individually approved by the Commission prior to departure.

iv. The employee or owner of the aircraft must have a minimum single-limit liability insurance coverage of five hundred thousand dollars (\$500,000.00) for bodily injury and/or property damage and have SB LAFCO included as an additional insured. Written evidence of such insurance must be on file with the SB LAFCO Office.

G. Subsistence

1. Subsistence allowances for lodging and meals shall not be allowed without prior approval of the appointing authority or designee as necessary for the purpose of conducting SB LAFCO business. Excess charges greater than the allowances listed below in paragraph (2) and (3) may be authorized under special conditions, such as a convention requirement or in an area of unusually high cost (such as, but not limited to, San Francisco Bay area, Sacramento, Fresno, Los Angeles and San Diego). Claims for lodging and meals which do not exceed the allowances listed below do not require receipts.

2. The allowance for lodging is seventy-five dollars (\$75.00) plus tax, per night, single.

3. The allowance for meals is fifty dollars (\$50.00) plus tax and gratuity per day, for three (3) meals, or when separate meals are claimed; eleven dollars (\$11.00) for breakfast; fifteen dollars (\$15.00) for lunch; and twenty-four dollars (\$24.00) for dinner, all plus tax and gratuity.

4. Meal allowances for a business meeting/conference including meals are the actual cost.

5. Expense Advances. Advancement of funds for business expenses can be obtained from the Auditor/Controller's office through submission of the appropriate form. Advancements shall not exceed the per diem allowance set forth herein. The minimum amount to be advanced is fifty dollars (\$50.00).

H. County Credit/Debit Cards

1. The Auditor/ Controller- Recorder may issue a County credit or debit card to the SB LAFCO Executive Officer and require business expenses be paid for with said card.
2. If unauthorized charges are placed on the card, the SB LAFCO Executive Officer shall be required to reimburse the County. If the employee fails to reimburse the County within fifteen (15) calendar days or prior to separation from SB LAFCO service, the Auditor-Controller's Office may recover any unauthorized charges from the employee's pay.

CHAPTER III: TIME OFF

* Sick Leave	301
* Vacation	302
* Holidays	303
* <u>Other Time Off</u>	<u>304</u>
* <u>Military</u>	<u>305</u>
* <u>Workers' Compensation</u>	<u>306</u>
* <u>Family and Medical Leave</u>	<u>307</u>
* <u>Pregnancy Disability Leave</u>	<u>308</u>

Deleted: Section

Deleted: <#>Bereavement
Leave 304¶
<#>Voting and Court Related
Leave 305¶
<#>Admin, Examination, Blood Donation
Leave 306¶
<#>Military Leave 307¶
<#>Political, Domestic Violence & Victim
Leave 308¶
<#>Worker's Compensation 309¶
<#>Emergency, Drug and Alcohol Rehab
Leave 310¶
<#>Time off for Parents and Literacy Ed.
Leave 311¶

Deleted: 12

Deleted: 13

301: SICK LEAVE

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

Policy:

A. General - SB LAFCO provides paid sick leave benefits to all regular full-time and regular part-time employees for periods of temporary absence due to illnesses or injuries. Part-time employees accrue paid sick leave on a pro-rated basis.

B. Definitions (*Added _____, 2011*)

1. Sick Leave - Sick Leave with pay is an insurance or protection provided by SB LAFCO to be granted in circumstances of adversity to promote the health of the individual employee. It is not an earned right to time off from work. Sick leave is defined to mean the authorized absence from duty of an employee because of physical or mental illness, injury, pregnancy, confirmed exposure to a serious contagious disease, for a medical, optical, or dental appointment, or other purpose authorized herein.
2. Immediate Family - Immediate family is defined as parent, child, or spouse or domestic partner as defined by California Family Code Section 297.
3. Extended Family - Extended family is defined as grandchild, grandparent, sibling, parent/sibling-in-law, aunt, uncle, niece, nephew, foster child, ward of the court, or any step relations as defined herein.

C. Prior Service Time (*Added May 20, 2009*)

Regular employees hired by SB LAFCO who have been employed by a public or private jurisdiction and wish to have credit for their prior sick leave recognized by SB LAFCO shall do all of the following:

1. Provide documentation of the number of sick leave hours from the prior public or private jurisdiction paid in cash to the employee upon their termination; and,
2. Submit payment of the total amount paid at termination for sick leave to SB LAFCO.

SB LAFCO will then recognize those hours as sick leave subject to the provisions of the Human Resources Policies and Guidelines.

D. Accumulation of Sick Leave *(Amended ____ 2011)*

Regular employees shall accrue sick leave for each payroll period completed, prorated on the basis of 3.69 hours per pay period, except as provided in Leave Accruals While on Disability Leave section. Earned sick leave shall be available for use the first day following the payroll period in which it is earned. Employees in regular positions paid less than 80 hours per pay period shall receive sick leave accumulation on a pro-rated basis. There is no limit on sick leave accumulation.

Temporary employees do not earn sick leave.

E. Investigation *(Added ____, 2011)*

It shall be the responsibility of each appointing authority (as defined in Section 102) to investigate each request for sick leave and to allow sick leave with pay where the application is determined to be proper and fitting.

F. Notice of Sickness *(Amended ____, 2011)*

Employees are required to notify their appointing authority within one-half hour after the start of the workday on their first day of absence. It is the responsibility of the employee to keep the supervisor informed as to continued absence beyond the first day. In the event that the employee receives a doctor's off-work order and provides notice to the supervisor, the employee is not required to contact the supervisor daily. The employee shall provide a doctor's certificate or other adequate proof in all cases of absence due to illness when requested by SB LAFCO. Violation of this policy will result in denial of sick leave with pay and shall be construed as grounds for disciplinary action up to and including termination.

Deleted: supervisor

Deleted: prior to

G. Uses of Sick Leave *(Amended ____, 2011)*

Sick leave may be applied to the following circumstances:

1. An absence necessitated by an employee's personal illness, injury or disability due to pregnancy, childbirth or adoption.

2. A maximum of three days earned sick leave may be used per occurrence for bereavement due to the death of persons in the immediate or extended family, as defined herein, or any relative who resides with the employee.
3. A maximum of 40 hours earned sick leave may be used per occurrence for arrival of an adoptive child at the employee's home. An employee (father) may utilize on an annual basis no more than 40 hours of accumulated sick leave per calendar year for the birth of his child.
4. Medical, dental, ~~or optical~~ appointments when absence during working hours for this purpose is authorized by SB LAFCO.
5. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by SB LAFCO that the presence of the employee on duty would endanger the health of others.
6. Absence from duty because the employee's presence is needed to attend to the serious illness of a member of his or her immediate family. Employees may use up to one-half of their yearly sick leave for the purpose of attending to a family member who is ill. All conditions and restrictions placed on an employee's use of sick leave apply also to sick leave used for care of a child, parent or spouse. Upon approval of the appointing authority, the employee may use part of this annual allowance for attendance upon members of the employee's extended family residing in the employee's household who require the attention of the employee.
7. Illnesses while on paid vacation will be charged to sick leave rather than vacation only under the following conditions:
 - a. The illness or injury of the employee was of a nature that would preclude the effective use of vacation and would prevent the employee from performing his or her normal duties.
 - b. The employee must notify his or her supervisor within 4 calendar days of the beginning of the illness or prior to the end of his or her vacation leave, whichever is sooner, to request that his or her illness on vacation be charged to sick leave.

Deleted: and

Deleted: office

Deleted: For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, step-parent, brother, sister, grandparent, spouse, child, life partner or legal guardian.

c. The agency shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date.

8. Absence from duty because of personal emergencies not to exceed 20 working hours during the fiscal year.
9. An absence due to the air pollution alert, which prevents the employee traveling to his or her work location.

Sick leave shall not be applied to an absence that occurs on a SB LAFCO holiday.

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

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

H. Payout of Sick Leave *(Amended July 18, 2007; Amended 2011)*

SB LAFCO employees who hold regular positions at SB LAFCO and who have contributed to the San Bernardino County Employees' Retirement Association (SBCERA) retirement system for more than five (5) years and have not withdrawn the contributions from the system(s), and who separate from SB LAFCO service for reasons other than death or disability retirement shall receive compensation in accordance with the provisions of the Retirement Medical Trust Fund (see Section 108E of the SB LAFCO Benefits Plan).

Employees with less than 5 (five) years of continuous service from the date of hire in a regular position are not eligible for payment of unused sick leave balances upon death.

For employees with 5 (five) years of continuous service from date of hire in a regular position, upon death, the estate of a deceased employee will be paid for unused sick leave balances according to the following formula:

Deleted: d ¶ prevent the employee from performing his or her normal duties. ¶
¶ The employee must notify his or her supervisor within 4 calendar days of the beginning of the illness or prior to the end of his or her vacation leave, whichever is sooner, to request that his or her illness on vacation be charged to sick leave. ¶
¶ The agency shall be under no obligation to extend the vacation beyond the original scheduled vacation ending date. ¶

Deleted: or other public entity retirement system

Sick Leave Balance as of Separation Date	Cash Payment % of Hours of Sick Leave Balance
480 Hours or less	30%
481 to 600 Hours	35%
601 to 720 Hours	40%
721 to 840 Hours	45%
841 to 1000 Hours	50%

Employees who receive a disability retirement due to permanent incapacity to work shall be entitled to 100% cash payment of any unused sick leave balances, up to a maximum of 1000 hours, computed at the then current base hourly rate, if they elect early retirement in lieu of exhausting such accrued sick leave balances. In no event, shall any employee, except those receiving a disability retirement, receive compensation under this section in excess of 500 hours of pay computed at the then current base hourly rate of said employee.

While employed by SB LAFCO, employees who have contributed to a public sector retirement for over 5 (five) years and have not withdrawn the contribution from the system may exchange accrued sick leave hours in excess of 200 hours for vacation time on the following basis.

Sick Leave Balance at Time of Conversion	Sick Leave to Vacation Leave Conversion Ratio
201 to 599 Hours	3 sick hours to 1 hour of vacation
600 to 799 Hours	2.5 sick hours to 1 hour of vacation
800 or more Hours	2 sick hours to 1 hour of vacation

Any such exchange must be made in 10 hour increments of accrued sick leave under the procedures established by the Executive Officer or designee. Employees may elect this exchange once per calendar year.

302: VACATION

Scope: This policy applies to all regular full-time and part-time employees of SB LAFCO. The intent of this policy is to provide paid time off for employees as a means to rest and rejuvenate.

Policy: A. General (Amended ____, 2011)

SB LAFCO provides paid vacation benefits to all regular full-time and regular part-time employees for the recreation and well being of the employees. Part-time employees accrue paid vacation on a pro-rated basis. Employees will accrue vacation according to continuous years of service. If an employee has exhausted sick leave, vacation leave may be used for sick leave purposes upon a special request of the employee and with the approval of the appointing authority.

B. Prior Service Time (Added May 20, 2009)

Regular employees hired by SB LAFCO who have been employed by a public or private jurisdiction and wish to have credit for their prior vacation leave recognized by SB LAFCO shall do the following:

1. Provide documentation of the number of vacation leave hours from the prior public or private jurisdiction paid in cash to the employee upon their termination.
2. Submit payment of the total amount paid at termination for vacation leave to SB LAFCO.

SB LAFCO will then recognize those hours as vacation leave.

C. Accumulation (Amended ____, 2011)

Employees in regular positions scheduled to work eighty (80) hours per pay period shall accrue, on pro-rata basis, vacation leave for completed pay periods. The vacation allowance shall be available for use on the first day following the pay period in which it is earned, provided an employee has worked six pay-periods from the employee's benefit date. Employees in regular positions paid less than 80 hours per pay period shall receive vacation accumulation on a pro-rated basis.

Deleted: subject to the provisions of the Human Resources Policies and Guidelines

Deleted: full time and part time

Deleted: rated

Deleted: bases

Deleted: time

Deleted: 1040 service hours

Deleted: start date

Deleted: There is no maximum on vacation accruals.

Deleted: Temporary employees do not accrue vacation.¶

¶

Length of Service from Service Date	Annual Vacation Allowance
After <u>1,600</u> and through 8320 service hours	80 Hours
Over 8,320 and through 18,720 service hours	120 Hours
Over 18,720 service hours	160 Hours

Deleted: 1040

There shall be no limitation on vacation leave accruals until calendar year 2011. Effective pay period 1 of 2011, the maximum vacation leave accrual balance that may be carried over to a future calendar year shall be 480 hours. However, the maximum vacation leave accrual balance that may be carried over into a future calendar year for an employee with a balance of more than 480 hours at the end of calendar year 2010 shall be such employee's vacation leave balance at the end of pay period 26 of calendar year 2010. Thereafter, the employee's maximum vacation accrual balance for those employees with a balance greater than 480 hours at the end of calendar year 2010 shall be adjusted annually at the end of each calendar year, and shall never be increased. Any vacation leave accrual balance in excess of the employee's maximum leave accrual balance at the end of the calendar year shall be cashed out and paid in accordance with this section.

Vacation should be taken annually with the approval of the appointing authority at such time as it will not impair the work schedule or efficiency of SB LAFCO but with consideration given to the well being of the employee. The minimum charge against accumulated vacation leave shall be 15 minutes. Vacation leave shall be compensated at the employee's base rate of pay, except as otherwise provided. When a fixed holiday falls within a vacation period, the holiday time shall not be charged against an employee's earned vacation benefits.

Deleted: supervisor

An employee whose employment terminates will be paid for accrued, unused vacation hours. Retiring employees may elect to use vacation leave to enhance retirement benefits or be compensated in a lump sum payment for accrued vacation leave.

Deleted: ¶
Upon approval of the appointing authority, eligible employees are permitted to sell back vacation time at the then hourly base rate of the employee, in increments of not less than 10 hours and may not exceed 160 hours. For more details, please reference the San Bernardino LAFCO Internal Operation Guidelines. ¶

In cases where an employee terminates employment with SB LAFCO, and has been permitted to take vacation time prior to actual accrual, the final paycheck will reflect a deduction relative to the amount of un-accrued time off taken.

**D. Conversion of Vacation Leave to Cash (Added and Amended
____, 2011)**

1. Elective Conversion

Eligible employees may be approved by the appointing authority to sell back vacation time at the then hourly base rate of the employee. Eligible employees may exercise this option under procedures established by the Executive Officer or designee. In lieu of cash, the employee may designate that part or all of the value of vacation time to be sold back is allocated to a deferred income plan if SB LAFCO approves such a plan and credit for vacation time is allowed under the plan.

In order to sell back vacation time prior to termination or retirement, an employee may exercise the following options:

a. Option 1, Future Accruals - An employee must make an irrevocable election during the month of December specifying the number of hours to be sold back from the next calendar year's vacation time accrual. Such election must be made, in increments of not less than 10 hours and may not exceed 160 hours. All designated hours remaining at the end of the calendar year will automatically be converted into cash in the last pay period of the calendar year.

b. Option 2, Existing Accruals - Existing accruals may be cashed out in whole hour increments with a minimum cash-out of 10 hours and will be subject to a 10% penalty.

Upon approval of the appointing authority, eligible employees are permitted to sell back vacation time at the then hourly base rate of the employee, in increments of not less than 10 hours and may not exceed 160 hours.

2. Automatic Conversion

Commencing with calendar year 2011, at the end of the last pay period of the calendar year, an employee shall automatically have any vacation leave accruals in excess of the employee's maximum vacation leave accrual balance converted to cash. Such automatic vacation leave cash out shall be paid in pay period 1 of the next calendar year. At termination of employment, all existing vacation leave accruals shall be converted to cash and paid to the employee.

303: HOLIDAY

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

Policy: A. General (Amended ____, 2011)

Holiday time off with pay will be granted to all regular full-time and regular part-time employees, immediately upon their start date, for the days designated by SB LAFCO. Employees in regular positions are also entitled to a total of eight hours of floating holiday time annually provided that the employee is not on unpaid leave for the entire pay period and is actively on the payroll for the pay period where the floating holiday time is to accrue. Eight hours floating holiday time shall be accrued during the first pay period prior to the third Monday in January.

Deleted: 8

Deleted: per year

Recognized holidays that fall on a Saturday will be observed on the preceding Friday except that when the preceding Friday is also a fixed holiday, the preceding Thursday will be observed as the fixed holiday. Those that fall on a Sunday will be observed on the following Monday except that when the following Monday is also a fixed holiday, the following Tuesday will be observed as the fixed holiday. SB LAFCO reserves the right to change or substitute holidays. Employees will be given notice of any such changes.

Regular full-time and regular part-time employees are eligible for holiday pay immediately upon their start date. Holiday pay will be calculated based on an employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day.

If a recognized holiday falls during an employee's paid absence (such as vacation or sick leave), holiday pay will be provided instead of the vacation or sick time off benefit that would otherwise have applied.

In the rare circumstances that a non-exempt employee must work on a recognized holiday, he/she will receive holiday pay plus wages at his/her straight time rate for the hours worked on the holiday. If an exempt employee must work on a recognized holiday, they may reschedule their observance of the holiday to a different (normally worked) date that is mutually acceptable to both the appointing authority and employee.

Deleted: supervisor

All employees in regular positions are entitled to the following holidays:

Deleted: full time and part time

January 1
Third Monday in January
Third Monday in February
Last Monday in May
July 4
First Monday in September
Second Monday in October

November 11
Thanksgiving Day
Day after Thanksgiving
December 24
December 25
December 31

Floating holidays accrued shall be available for use on the first day following the pay period in which they are accrued, with the approval of the appointing authority. Appointing authorities have the right to schedule employees' time off for accrued holidays to meet the needs of the service but with consideration given to the well-being of the employee. Employees in regular positions budgeted less than 80 hours per pay period or job-shared positions shall receive floating holiday accruals on a pro-rata basis.

There shall be no limitation on holiday leave accruals until calendar year 2011. Effective pay period 1 of 2011, the maximum holiday leave accrual balance that may be carried over to a future calendar year shall be 112 hours. However, the maximum holiday leave accrual balance that may be carried over into a future calendar year for an employee with a balance of more than 112 hours at the end of calendar year 2010 shall be such employee's holiday leave balance at the end of pay period 26 of calendar year 2010. Thereafter, the employee's maximum holiday accrual balance for those employees with a balance greater than 112 hours at the end of calendar year 2010 shall be adjusted annually at the end of each calendar year, and shall never be increased. Any holiday leave accrual balance in excess of the employee's maximum holiday leave accrual balance at the end of the calendar year shall be cashed out and paid in accordance with this section.

When a fixed holiday falls within a vacation period, the holiday time shall not be charged against all employee's earned vacation benefits.

Whenever an employee is required to work on a fixed holiday or the fixed holiday falls on an employee's regularly scheduled day off, the employee shall accrue, on an hour-for-hour basis, up to a total of eight hours floating holiday time.

When a fixed holiday falls on a Saturday, the previous Friday will be observed as the fixed holiday except that when the preceding Friday is also a fixed holiday, the preceding Thursday will be observed as the fixed holiday. When a fixed holiday falls on a

Sunday, the following Monday will be observed as the fixed holiday except that when the following Monday is also a fixed holiday, the following Tuesday will be observed as the fixed holiday.

B. Conversion of Holiday Leave to Cash (Added _____, 2011)

1. Elective Conversion

An employee may sell back holiday time at the base hourly rate of the employee as hereinafter provided, upon approval of the appointing authority. Eligible employees may exercise this option under procedures established by the Director of Human Resources. In lieu of cash, the employee may designate that part or all of the value of holiday time to be sold back is allocated to a deferred income plan if such a plan is approved by the County and credit for holiday time is allowed under the plan.

In order to sell back holiday time prior to termination or retirement, an employee may exercise the following options:

a. Option 1. Future Accruals. An employee must make an irrevocable election during the month of December, specifying the number of hours to be sold back from the next calendar year's holiday time accrual. Such election must be made in increments of not less than eight hours and may not exceed the annual amount to be accrued for the next calendar year. All designated hours remaining at the end of pay period 25 will automatically be converted into cash in the last pay period of the calendar year.

b. Option 2. Existing Accruals. Existing accruals may be cashed out in whole hour increments with a minimum cash out of eight hours and will be subject to a ten percent penalty.

2. Automatic Conversion

Commencing with calendar year 2011, at the end of the calendar year, an employee shall automatically have any holiday leave accruals in excess of the employee's maximum holiday leave accrual balance converted to cash. Such automatic holiday leave cash out shall be paid in Pay Period 1 of the next calendar year.

Upon retirement or termination, employees shall be compensated for any unused accrued holiday time at the then current base rate.

304: OTHER TIME OFF

Deleted: -BEREAVEMENT LEAVE

Scope:

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

Policy:

Deleted: Paid Leave

A. Bereavement Leave (Amended _____, 2011)

Employees in regular positions may use up to two days paid leave, not charged to the employee's personal leave balances, per occurrence for bereavement due to the death of the employee's parent, child, spouse or domestic partner, as defined by California Family Code Section 297. One additional day shall be granted if the employee travels over 1,000 miles from his/her residence to the bereavement service(s). This additional day shall not be charged to the employee's personal leave balances. The appointing authority may request verification of distance traveled.

Deleted: ies
¶
Bereavement Leave¶

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation such as incentives, commissions, bonuses, overtime, or shift differentials. Regular part-time employees will receive paid bereavement leave on a prorated basis.

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

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

Due to the death of persons in the immediate or extended family as defined in Section 301, employees may also, with their appointing authority's approval, use sick leave as set forth in Section 301 or any available vacation for additional time off as necessary.

Deleted: E

Deleted: supervisors'

Special consideration will also be given to any other person whose association with the employee is similar to any of the above relationships.

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

Deleted: ¶

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

C. Jury Duty and Other Court-Related Leaves (Amended _____, 2011)

SB LAFCO encourages employees to fulfill their civic responsibilities by serving jury duty or appearing in court as a witness when required. SB LAFCO provides paid time off for jury duty service provided that the employee waives fees for service, other than mileage. Paid leave for jury duty is available for all regular full-time and part-time employees for the duration of the jury duty. Part-time employees will be paid on a pro-rated basis.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Employees are expected to report for work whenever the court schedule permits. SB LAFCO will continue to provide health insurance benefits for the full term of the jury duty absence. Vacation, sick leave, and holiday benefits will continue to accrue during jury duty leave.

Employees in regular positions shall be entitled to a leave of absence from work when subpoenaed to testify as a witness, such subpoena being properly issued by a court, agency or commission legally empowered to subpoena witnesses. This benefit shall not apply in any case in which the subpoenaed employee is a party to the action, or the subpoena has arisen out of the employee's scope of employment. Witness leave shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. This benefit will be paid only if the employee has demanded witness fees at the time of service of the subpoena, and such fees are turned over to SB LAFCO.

Deleted: and Witness Duty Leave

Deleted: the

D. Administrative Leave (Amended _____, 2011)

D.

Effective pay period 1 of each year, an employee in a regular position will be provided with 80 hours of Administrative Leave time for the employee's use. Employees hired after the beginning of pay period 1 shall receive a prorated number of hours. Such Administrative Leave may be cashed out at the employee's then current base rate of pay in increments of one hour upon the approval of the appointing authority during the calendar year. Any Administrative Leave accrual balances in effect at the end of the last pay period paid in the calendar year will automatically be paid at employee's then current base rate of pay. Employees may designate that cash outs of Administrative Leave be allocated to the County's 401(k) Plan or Section 457 Deferred Compensation Plan. Upon termination of employment, unused Administrative Leave will be paid at the current base rate of pay.

Deleted: 306 OTHER TIME OFF- ADMINISTRATIVE, EXAMINATION AND BLOOD DONATION LEAVE

Effective pay period 1 of 2011, the following provision shall replace the preceding paragraph:

Effective pay period 1 of each year, an employee in a regular position will be provided with 80 hours of Administrative Leave time for the employee's use.

Employees hired after the beginning of pay period 1 shall receive a prorated number of hours. Except as provided below, if any Administrative Leave time is unused at the end of pay period 26 (or 27, when applicable), it shall be forfeited and shall not be converted to cash.

Commencing in calendar year 2011, each employee shall have one opportunity during the employee's employment and prior to retirement or separation, to convert Administrative Leave to cash. In order to exercise the employee's one opportunity to cash out Administrative Leave prior to separation of employment or retirement, an employee may exercise the following options:

Option 1. Future Accruals. An employee must make an irrevocable election during the month of December, specifying that hours are to be sold back from the next calendar year's Administrative Leave accrual. Such election must be made in the increment of 80 hours. All designated hours remaining at the end of the pay period 25 will automatically be converted into cash in the last period of the calendar year.

Option 2. Existing Accruals. An existing accrual balance (up to 80 hours) may be cashed out at one time, and will be subject to a ten percent penalty.

Submission of an irrevocable election to cash out future accruals or a request to cash out existing accruals with penalty shall constitute an employee's one opportunity to cash out administrative leave, regardless of the actual number of hours that are converted to cash.

Employees may designate that cash outs of Administrative Leave as permitted herein be allocated to the County's 401(k) Plan or Section 457 Deferred Compensation Plan.

E. Perfect Attendance Leave (Added from Benefits Plan _____, 2011; Previously added August 20, 2008)

Employees in regular, full-time positions in SB LAFCO Groups B and C who do not utilize any sick leave in a calendar year (i.e., pay period 1 through pay period 26 or 27), and who do not record any sick leave without pay or absent without pay during that year, shall accrue sixteen (16) hours of perfect attendance leave, for use in the next calendar year. Failure to utilize perfect attendance leave within the calendar year shall result in forfeiture of the same. Perfect attendance leave may not be cashed out.

F. Examination Leave (Amended _____ 2011)

Employees in regular positions at the time of application shall be entitled to a reasonable amount of time off with pay for the purpose of attending all

Deleted: (I recommend defining the purpose of what this leave is for ¶
Regular employees will be provided with 80 hours of Administrative Leave for their use effective with pay period 1 of each year. This leave may be cashed out once during the calendar year at the employee's current base rate in pay, with approval of the appointing authority. Unused administrative leave will be paid out at the end of each calendar year at the employee's then current base rate. ¶

examination processes required for selection to a public sector position within San Bernardino County. Employees are responsible for notifying and obtaining approval from their supervisor prior to taking such leave. Examination time off shall not be charged against any accumulated leave balances and shall be compensated at the employee's base hourly rate. Employees on probationary status, including those who have previously held regular status in another classification, are not entitled to examination time off with pay.

Deleted: County

G. Blood Donations (Amended 2011)

Employees in regular positions who donate blood without receiving compensation for such donation may have up to 2 hours off with pay with prior approval from the supervisor for each blood donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work, any time in excess of two hours may be charged to accumulated sick leave or be taken as leave without pay. Employees must provide evidence of the blood donation to the Executive Officer or Appointing Authority to receive this benefit.

Deleted: supervisor

Employees in regular positions who are aphaeresis donors may have up to 4 hours off with pay with prior approval of the immediate supervisor for each such donation, provided no compensation is received for such donation. This benefit shall not be charged to any accumulated leave; provided, however, if the employee is unable to work any time in excess of four hours, such time may be charged to accumulated sick leave or be taken as leave without pay. Evidence of each aphaeresis donation must be presented to the Executive Officer or Appointing Authority to receive this benefit.

Deleted: a

Deleted: a

Deleted: (Need to watch for consistency between using terminology for Supervisor, EO, or Appointment Authority.)

Deleted: for each donation.

H. Leave Accruals while on Disability Leave (Added 2011)

Employees receiving the benefits of Workers' Compensation or short-term disability leave receive partial replacement of their income through these benefits. Employees on these types of disability leave may choose to fully integrate, partially integrate, or not integrate personal leave time with these disability payments.

The maximum amount the employee receives from integrating leave time with disability payments shall not exceed 100% of the employee's base salary. Paid personal leave time coded on the employee's time and labor report will be limited to the amount of leave necessary to integrate benefits to the level designated by the employee. When the exact amount is not known, a good faith estimate may be made and the amount will be adjusted later as necessary. If any overpayments are made, the employee will be required to repay that amount. An employee who knowingly receives payment in excess of his or her regular base salary is required to report it to his or her departmental payroll clerk.

Employees who are fully integrating accrued leave time with disability benefits and have at least 41 hours of any type of leave time accrued as of the prior pay period shall be eligible to receive full accruals of vacation and sick leave.

Employees who are not fully integrating or employees who have less than 41 hours of any type of leave time accrued shall earn pro-rated vacation and sick leave accruals based upon paid leave time coded on the time and labor report only.

Employees who are fully integrating paid leave time with disability benefit(s) will be eligible for fixed holiday pay, provided they are on the payroll for the entire pay period, have no unapproved leave for the pay period and have enough leave accrued to equal at least one-half of the employee's normal scheduled hours.

Employees who are partially integrating or not integrating paid leave time with disability benefits will be paid for holidays in accordance with the holiday leave provisions.

I. Political Leave

Any employee who is declared a candidate for public office shall have the right to a leave of absence without pay for a reasonable period to campaign for the election. Such leave is subject to the conditions governing special leaves of absence.

J. Domestic Violence & Sexual Assault Victim Leave

Employees who are victims of domestic violence or sexual assault may take unpaid time-off to appear in court to attempt to obtain relief or to ensure the health, safety or welfare of the employee or a child. This may include efforts to obtain a temporary restraining order, a restraining order, or other injunctive relief from a court. If desired, employees may use any accrued vacation time for this leave. Reasonable notice must be given to your supervisor before appearing in court. Employees who are victims of domestic violence may also take unpaid time-off to seek medical attention, obtain services from a domestic violence program, obtain psychological counseling, or participate in safety planning. If desired, employees may use any accrued time off for this leave.

K. Volunteer Emergency Leave and Training

If employees volunteer their time as a firefighter, reserve peace officer, or emergency rescue personnel, they may be entitled to take unpaid leave to perform emergency duty. Employees may take unpaid leave of up to 14 days per calendar year for the purpose of engaging in fire or law enforcement training. Time spent on this leave counts for purposes of determining "length of service." However employees will not accrue vacation or receive holiday pay during this leave.

L. Alcohol and Drug Rehab Leave

SB LAFCO will reasonably accommodate employees who wish to voluntarily enter and participate in an alcohol or drug rehabilitation program provided that the accommodation does not impose an undue hardship on SB LAFCO. SB LAFCO does not provide paid time off for participation in an alcohol or drug rehabilitation program. Employees may use any accrued vacation time or their time spent for rehabilitation leave will be unpaid.

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

M. Compulsory Leave (Added ____ 2011)

If, in the opinion of the appointing authority, employees are unable to perform the duties of their position for physical or psychological reasons, they may be removed from duty without pay or may use accrued paid leave for which they are eligible. In addition, such employees may be required to submit to an examination by either a physician or other competent authority designated by the appointing authority or designee or by their own physician or practitioner, as appropriate. If the examination report of the competent authority (e.g., physician, appropriate practitioner) shows the employee to be in an unfit condition to perform the duties required of the position, the appointing authority shall have the right to compel such employee to take sufficient leave of absence with or without pay, to transfer to another position without reduction in compensation, and/or follow a prescribed treatment regimen until medically qualified to return to unrestricted duty. An employee who has been removed from duty for physical or psychological reasons by the appointing authority, and was required to submit to an examination, may not return to duty until such time as medical clearance has been obtained.

N. Suspended Pupil/Child Leave

California law requires employers to provide time off for parents required to visit a child's school where the child has served a period of suspension from school. To be eligible for time off to attend a child's school, the employee must be the parent of a child in kindergarten or in grades 1 through 12 and must present to his/her supervisor the school's letter, which requests the employee's appearance at the school, at least two days before the requested time off. Employees may use accrued vacation or administrative leave to attend a child's school under these circumstances. If not, suspended pupil/ child leave will be unpaid.

O. Time Off For Parents

Employees, who are parents of one or more children in kindergarten, or in grades

1 through 12, may take time off of up to 40 hours per school year to attend authorized school activities which involve one or more of the employee's school age children. To be eligible for parental time off, the employee must obtain from the school, written verification that he or she attended or participated in the school activity. Parental time off may not exceed 8 hours in any calendar month.

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

Deleted: Civil Air Patrol Leave (California employers with more than 15 employees)¶
California employers with more than 15 employees must provide employees with up to 10 days of unpaid leave per year for Civil Air Patrol duty.

305: MILITARY LEAVE

(Amended 2011)

As provided in the California Military and Veterans Code Section 395 et seq., and any amendment thereto, and the federal Uniformed Services Employment and Reemployment Rights Act of 1994, a SB LAFCO employee, regular or extra-help, may be entitled to the following rights concerning military leave:

A. Definition – Military leave is defined as the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training (weekend drills), full-time National Guard duty, and a period for which an employee is absent for the purpose of an examination to determine the fitness of the person to perform any such duty.

B. Notice and Orders – All employees shall provide advance notice of military service unless military necessity prevents the giving of notice or the giving of notice is impossible or unreasonable. Where available, a copy of military orders must accompany the request for leave.

C. Temporary Duty – Any employee who is a member of the reserve corps of the Armed Forces, National Guard, or Naval Militia shall be entitled to temporary military leave of absence for the purpose of active military training provided that the period of ordered duty does not exceed 180 calendar days, including time involved in going to and returning from such duty. While on paid status, an employee on temporary military leave shall receive the same vacation, holiday, and sick leave, and step advances that would have been enjoyed had the employee not been absent, providing such employee has been employed by SB LAFCO for at least one year immediately prior to the date such leave begins. In determining the one year employment requirement, all time spent in recognized military service, active or temporary, shall be counted. An exception to the above is that an uncompleted probationary period must be completed upon return to the job. Any employee meeting the above one year employment requirement shall be entitled to receive his or her regular salary or compensation, pursuant to Sub-Section E.

D. Active Duty – Employees who resign from positions to serve in the Armed Forces for more than 180 days, shall have a right to return to former classification upon serving written notice to the appointing authority, no later than 90 days after completion of such service. Returning employees are subject to a physical/psychological examination.

Should such employee's former classification have been abolished, then the employee shall be entitled to a classification of comparable functions, duties, and compensation if such classification exists, or to a comparable vacant position for which the employee is qualified.

Deleted: 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 take leave for Active or Temporary Duty are entitled to receive their regular salary or compensation for the first 30 calendar days in any one fiscal year and shall be paid only for the employee's regularly scheduled workdays that fall within the 30 calendar days. ¶

¶ The leave will be unpaid after the first 30 calendar days. However, employees may use any available vacation time for the absence. Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible. Benefit accruals, such as vacation, sick or holiday benefits will be suspended during the leave and will resume upon the employee's return to active employment. ¶

¶ Employees on military leave for up to 30 days are required to return to work for the first scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws. ¶

¶ Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service. Contact the Executive Officer for more information or questions about military leave.

The right to return to former classification shall include the right to be restored to such civil service status as the employee would have if the employee had not so resigned; and no other person shall acquire civil service status in the same position so as to deprive such employee of this right to restoration.

Eligible employees are also entitled to the reemployment and benefit rights as further described in the Uniformed Services and Employment and Reemployment Rights Act, 38 U. S. C. §§ 4301-4333. Specifically, a returning employee will receive restoration of original hire and benefit date, salary step, vacation accrual rate, sick leave balance (unless the employee has received payment for unused sick leave in accordance with provisions contained herein), the retirement plan contribution rate, and retirement system contributions (provided the employee complies with any requirements established by the Retirement Board). However, such employee will not have accrued vacation, sick leave, or other benefit while absent from SB LAFCO employment, except as provided in the temporary duty provision.

E. Compensation – This provision does not include an employee's attendance at weekend reserve meetings or drills. Employees must use their own time to attend such meetings. Should the meetings unavoidably conflict with an employee's regular working hours, the employee is required to use vacation or holiday leave, leave without pay, or make up the time. Employees who are called in for a medical examination to determine physical fitness for military duty must also use vacation leave, leave without pay, or make up the time. Employees cannot be required to use their accrued leave. Any employee meeting the requirements in sections 3 and 4, shall be entitled to receive their regular salary or compensation for the first 30 calendar days of any such leave. Pay for such purposes shall not exceed 30 days in any one fiscal year and shall be paid only for the employee's regularly scheduled workdays that fall within the 30 calendar days.

Employees who are called to active duty as a result of the activation of military reservists and are eligible to receive the 30 calendar day military leave compensation shall receive the difference between their regular SB LAFCO salary and their military salary starting on the 31st calendar day of military leave. The difference in salary shall continue for up to 150 calendar days of active military service in addition to the 30 days provided for in this section. During this 150-day period, SB LAFCO will continue to provide the employee the benefit plan as was provided prior to such active duty. Employees should note that the Accidental Death and Dismemberment (AD&D) plan contains a war exclusion.

Employees who are eligible for military leave compensation will be placed on a leave of absence with right to return to their positions.

After June 30, 2002, no compensation shall be paid beyond the 30-day leave period, unless such compensation is expressly approved by SB LAFCO.

Deleted: beginning in September 2001, due to the crisis related to terrorist attacks on America,

F. Spouse, child or parent exigency leave - Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

306: WORKER'S COMPENSATION LEAVE

Scope: SB LAFCO employees are eligible for medical leave of absence related to a work-related injury, in accordance with applicable laws.

Policy:

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

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

307: FAMILY AND MEDICAL LEAVE

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

Policy:

A. Eligibility (Amended _____, 2011)

An unpaid leave of absence for family or medical care will be granted for up to 12 weeks in a 12-month period. This includes family members of all active-duty military personnel. To be eligible for family care or medical leave, the employee must have at least one year of service with SB LAFCO and at least 1,250 hours of service during the 12-month period prior to the leave. The employee must notify SB LAFCO immediately of any decision not to return to work at the end of the leave.

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

You may be eligible for an unpaid family/ medical leave in the event of:

- * The birth of a child
- * The placement of a child for adoption or foster care
- * Caring for veterans undergoing medical treatment, recuperation, or therapy for a serious injury or illness that occurred in the past five years.
- * The need to care for a parent, spouse, or child with a serious health condition
- * If you are unable to perform your essential job duties due to a serious health condition.

SB LAFCO may require proper medical certification if leave is requested in connection with the employee's own serious health condition, or the serious health condition of a family member; and in certain cases SB LAFCO can require second and third opinions.

If the need for leave is foreseeable, the employee requesting leave must give reasonable advance notice (at least 30 days) of the need for the leave. In cases where the need for leave is not foreseeable, the employee must request the leave as soon as he or she learns of the need for leave. Employees using the family care or medical leave must use accrued vacation or sick time benefits during the

period of leave.

If your need for leave is due to your own serious health condition or due to the need to care for a child, spouse or parent who has a serious health condition, you must provide a health care provider's statement verifying the need for such leave and its beginning and expected ending dates. For leave for your own serious health condition, SB LAFCO may require you to obtain a second or third medical opinion. If a second or third medical opinion is requested, the cost of the examination will be paid by SB LAFCO.

If your leave exceeds 30 days, or you ask for an extension of your leave, you may be required to provide additional medical certification of your inability to return to work.

If the leave is for the care of a child after birth, adoption or foster care placement, you must complete the leave within 1 year of birth, adoption or foster care placement.

Family/ Medical leave may be taken intermittently or on a reduced schedule if it is medically necessary to care for a spouse, parent or child with a serious health condition for your own serious health condition. Leave for the birth or adoption of a child or placement of a child in foster care may be taken in amounts approved by SB LAFCO. You may be temporarily transferred to an alternative position with equivalent pay and benefits which better accommodates a reduced or intermittent schedule. Intermittent leave, reduced schedules and leaves which are foreseeable must be scheduled in a manner which will minimize disruption to operations.

B. Length of Leave

Leave will be counted as part of entitlement to family and medical leave under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). The maximum leave available is 12 weeks of FMLA or CFRA leave during any 12-month period (exception for pregnancy disability- see policy). For the purpose of calculating the 12-week maximum, any other qualifying disability leave, occupational disability leave or family leave taken during the 12-month period will be included. Prior pregnancy disability leave will not be included in computing the 12-week maximum under the CFRA. The 12-month period will be tracked as a rolling 12-month period measured backward from the first day of leave.

A leave to care for the child after birth, adoption or foster care placement may be limited to less than 12 weeks if your spouse is

employed by SB LAFCO and is also taking family leave. If you are eligible and your leave is approved, you may not be employed with any employer, other than SB LAFCO during your leave of absence. Outside employment during your leave will result in immediate termination.

C. Impact on Benefits

During any period that the employee takes leave, SB LAFCO will maintain and pay for the employee's medical coverage under a group health plan, on the same terms that apply when the employee is actively employed. The employee taking leave must make arrangements to pay the employee share of dependent premiums while on leave. The use of leave will not result in the loss of any employment benefit that accrued prior to the beginning of the employee's leave. However, accrual of additional benefits, such as vacation and sick time benefits will cease during leave.

Upon return from leave, employees must submit a physician's release. Employees will generally be reinstated to the same or equivalent position unless otherwise permitted by law.

SB LAFCO will comply with the state and federal Family Care and Medical Leave statutes.

308: PREGNANCY DISABILITY LEAVE

Scope: The intent of this policy is to provide unpaid leave for pregnancy disability.

Policy:

A. General - Pregnancy disability leaves of absence without pay are available to eligible employees who are temporarily unable to work due to a disability related to pregnancy, childbirth, or related medical conditions. Employees are normally granted unpaid leave for the period of the disability up to a maximum of 4 months within any 12-month period. Employees may substitute any accrued paid leave time for unpaid leave as part of the pregnancy disability leave period.

In addition to the 4 months pregnancy disability leave, an employee may also be eligible for up to 12 additional weeks of unpaid California Family Rights Act (CFRA) Leave within a 12-month period. If an employee qualifies for CFRA Leave in addition to Pregnancy Disability Leave, the total time she may take off is 4 months for Pregnancy Disability Leave and 12 weeks for the CFRA Leave.

B. To Request a Leave - A health care provider's statement must be submitted verifying the need for pregnancy disability leave and its beginning and expected ending dates. Any changes in this information should be promptly reported to SB LAFCO.

Employees requesting pregnancy disability leave should contact the local branch of their State Disability office to obtain the appropriate disability forms.

C. Impact on Benefits - Where an employee's pregnancy disability leave runs concurrently with leave taken pursuant to the Family Medical Leave Act (FMLA), SB LAFCO will continue to provide health insurance benefits for up to 12 weeks of approved pregnancy disability leave.

If an employee chooses to combine pregnancy disability leave with family/medical leave, the maximum amount of time SB LAFCO will pay health insurance premiums is still 12 weeks in a 12-month period. Beyond the 12 weeks, the employee may choose continuation of health insurance coverage through COBRA.

Benefit accruals, vacation and sick leave, or holiday benefits, will be suspended during the leave and will resume upon return to active employment.

For pregnancy leaves of 30 calendar days or less, salary and performance reviews will continue as usual. A salary action which would have ordinarily taken place during the time of the leave will become effective upon return to work. For pregnancy disability leaves of over 30 days, salary and performance reviews will be extended equal to the length of the leave.

D. Return From Leave - So that an employee's return to work can be properly scheduled, an employee on pregnancy disability leave is requested to provide SB LAFCO with at least two weeks advance notice of the date she intends to return to work. When a pregnancy disability leave ends, the employee will be reinstated to the same position unless either the job ceased to exist because of legitimate business reasons or each means of preserving the job would substantially undermine the ability to operate SB LAFCO safely and efficiently. If the same position is not available, the employee may be offered a comparable position in terms of such issues as pay, location, job content, and promotional opportunities. An offer of a comparable position is contingent on such a position being available, and on SB LAFCO's determination that placing the employee in that position will not undermine SB LAFCO's ability to operate its business safely and efficiently. An employee returning from pregnancy disability leave has no greater right to reinstatement to the same or comparable position or to other benefits or conditions of employment than an employee who has been continuously employed in another position that is being eliminated.

If an employee fails to report to work promptly at the end of the pregnancy disability leave, SB LAFCO will assume that the employee has resigned.

E. Additional Accommodations - SB LAFCO will provide reasonable accommodation to an employee for conditions related to pregnancy, childbirth, or related medical conditions, if she so requests, with the advice of her health care provider.

CHAPTER IV: SECURITY, SAFETY AND EQUIPMENT

* Computer and E-Mail Usage	401
* Safety	402
* Desk Inspection Policy	403

Deleted: ¶
¶
Section

401: COMPUTER and E-MAIL USAGE

(Amended _____, 2011)

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

Policy:

A. General - Computers, computer files, the e-mail system, and software furnished to employees are SB LAFCO property intended for business use. Employees are not entitled to privacy in regard to computer files or e-mail messages. Employees should not use a password, access a file, or retrieve any stored communication without authorization. SB LAFCO may audit and/or access computer files and e-mail messages as needed. SB LAFCO owned computers, with the exception of laptops designated for remote use, shall not be removed from the premises.

B. E-mail - SB LAFCO utilizes the existing e-mail systems of the County of San Bernardino. The County of San Bernardino e-mail systems are valuable resources for communication of information that is necessary to conduct SB LAFCO business. Employees and other authorized users are encouraged to make use of this tool to carry out their responsibilities and duties in a professional and courteous manner, which is in the best interest of SB LAFCO.

Limited, occasional or incidental use of the e-mail systems for personal purposes may be acceptable, if done in a professional and appropriate manner, not used on SB LAFCO work time, not violating prohibited activities contained in this policy and not interfering with the conduct of SB LAFCO business or the performance of the employee's duties. All messages will be treated as business messages, therefore, employees should not use the email system for messages they wish to keep private.

In order to ensure the proper use of SB LAFCO resources, SB LAFCO reserves the right without advance notice to users of the e-mail systems to monitor, access, copy or delete any messages stored on any of its e-mail systems. NO USER OF ANY COUNTY E-MAIL SYSTEM SHOULD HAVE AN EXPECTATION OF PRIVACY IN ITS USE.

Employees are expected to respect the privacy of messages sent to others using the County's e-mail systems. Therefore, no employee, except those authorized to do so, shall access, view, retrieve, listen to, record, tamper with, copy, change, print or delete

Deleted: SB LAFCO strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, SB LAFCO prohibits the use of computers and the e-mail 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. . . . ¶

¶ E-mail may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters. Access to the Internet (World Wide Web) is provided for SB LAFCO business and related professional use only.¶

another employee's information or communications without that employee's permission.

Some of the messages sent, received, or stored on the SB LAFCO e-mail system will constitute confidential, privileged communications between SB LAFCO and its inside or outside attorneys. Upon receipt of a message either from or to counsel, do not forward its contents to others without counsel's authorization.

SB LAFCO e-mail shall not be used to announce, advertise, or otherwise promulgate any event, cause, organization, or activity that is not an official SB LAFCO function or program. Any use of the e-mail system to promulgate a legitimate event must be approved by the SB LAFCO Executive Officer.

C. Prohibited Email Activities - It shall be a violation of this policy to use e-mail to violate any existing law, regulation, SB LAFCO policy, department or personnel rule. Other prohibited uses of the County's e-mail systems include, but are not limited to:

1. Activity that could subject SB LAFCO to civil or criminal liability.
2. Representing oneself as a spokesperson and/or making commitments on behalf of SB LAFCO without authorization.
3. Usage intended for personal or commercial financial gain (e.g., advertising), or participating in any gambling, gaming or wagering activities.
4. Any use of e-mail for the purpose of distributing materials, promoting causes or beliefs, or soliciting membership in, support for or donations to any organization, group or entity including, but not limited to, those of a commercial, political, charitable or ideological nature unless officially sanctioned by SB LAFCO.
5. Utilization of e-mail to distribute offensive, abusive, threatening, pornographic, and sexually explicit or hate messages or images.
6. Use of e-mail to commit illegal, fraudulent or malicious activities.
7. Originating or intentionally propagating computer viruses and/or chain letters or petitions.

Deleted: ¶
<#> . SB 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, SB LAFCO does not have the right to reproduce such software for use on more than one computer. ¶
- - - - - Page Break - - - - -
<#>¶
<#>¶
<#> . No software owned by an employee shall be installed on a SB LAFCO owned computer without permission from the licensing authority. ¶
¶
Employees may only use software on local area networks or on multiple machines according to the software license agreement. SB LAFCO prohibits the illegal duplication of software and its related documentation.¶
¶
Employees should notify their immediate supervisor, the Executive ¶
Officer or any member of management 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.¶
¶
SB LAFCO owned computers, with the exception of laptops designated for remote use, shall not be removed from the premises.¶
¶
For additional information regarding e-mail usage, please reference the County of San Bernardino Policy Manual on Electronic Mail ¶
(E-Mail) Systems.

8. Disclosing confidential and/ or personal information without appropriate authorization or sharing SB LAFCO e-mail accounts or passwords to access those accounts with others.

9. Personal usage that results in any charges or other costs to SB LAFCO.

10. Subscribing to external mailing lists, notification services, or other e-mail services that are not reasonable related to the performance of assigned job duties.

11. Using animation, specialized graphics or colored backgrounds in e-mails.

D. Software - SB 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, SB LAFCO does not have the right to reproduce such software for use on more than one computer. No software owned by an employee shall be installed on a SB LAFCO owned computer without permission from the licensing authority.

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

E. Responsibilities - The SB LAFCO Executive Officer is responsible for ensuring that all policy requirements are fulfilled. County ISD will not respond to requests for e-mail access without written approval from the SB LAFCO Executive Officer or LAFCO Legal Counsel. Employees should notify their appointing authority or the Executive Officer upon learning of violations of this policy.

F. Discipline - Violations of this policy may be considered as a basis for disciplinary action, up to and including termination.

402: SAFETY

Scope: The intent of this policy is to outline safety expectations.

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

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

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

403: DESK INSPECTION POLICY

Scope: The intent of this policy is to assist in the understanding of the usage of desks, lockers, cabinets and shelves.

Policy: Although desks, lockers, cabinets and shelves are made available for the convenience of employees while at work, employees should remember that all desks, lockers, cabinets and shelves remain the sole property of SB LAFCO. Moreover SB LAFCO reserves the right to open and inspect desks, lockers, cabinets, and shelves, as well as any contents, effects, or articles in desks, cabinets, and shelves. Such an inspection can occur at any time, with or without advance notice or consent. An inspection may be conducted before, during, or after working hours by a supervisor, manager, or security personnel designated by SB LAFCO.

Prohibited materials, including weapons, explosives, alcohol and non-prescribed drugs or medications, may not be placed in a desk, locker, cabinet or shelf. Employees may keep “lawful over-the-counter or legally prescribed drugs” in their desks, lockers or cabinets.

Employees, who, if requested, fail to cooperate in any inspection, will be subject to disciplinary action, up to and including termination. SB LAFCO is not responsible for any articles that are placed or left in a desk, locker, cabinet, or shelf that are lost, damaged, stolen or destroyed.