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**REGIONAL CENTER OF ORANGE COUNTY**  
**PERSONNEL POLICIES**

## Welcome to the Regional Center of Orange County

As Executive Director of the Regional Center of Orange County, I want to extend my personal welcome.

We strongly believe that our work at the Regional Center of Orange County is not merely a job, but a chance to make a meaningful and significant contribution to the people with developmental disabilities that we serve and to society as a whole. The population we serve – people with intellectual disabilities, cerebral palsy, epilepsy, and autism – as well as those who have disabling conditions found to be closely related to intellectual disabilities or to require treatment similar to that required for people with intellectual disabilities – need and value the services and supports that we provide for them.

It was not many decades ago that people with developmental disabilities lived in institutions, often without the resources or opportunities to live a dignified life in the community. Due to the extraordinary efforts of parents and other concerned citizens, California has the Lanterman Act, which created Regional Centers and a community-based system that we think is the best in the nation at helping those with developmental disabilities.

We are fortunate to have the opportunity to make a difference in the lives of the people we serve.

Larry Landauer  
Executive Director

## I. PERSONNEL POLICIES

### A. APPLICABILITY OF PERSONNEL POLICIES

These Personnel Policies are applicable to all employees, supervisors and managers. It is the goal of Regional Center of Orange County (RCOC) to make rules and expectations clear and provide employees with a positive and collaborative environment in which to work.

In this spirit, any employee with concerns about his or her working environment is encouraged to share them with RCOC's Human Resources Director or the employee's supervisor.

### B. EQUAL EMPLOYMENT OPPORTUNITY

1. It is the policy of Regional Center of Orange County (RCOC) to provide services to consumers and to conduct employment practices in compliance with all applicable state and federal laws which prohibit discrimination in employment. RCOC will not discriminate against applicants or employees because of race, color, religion, sex, pregnancy, national origin, ancestry, age, marital status, sexual orientation, physical or mental disability, medical condition or any other characteristic protected by law.

2. Equal employment opportunity shall apply to every department and job classification within the RCOC and shall include recruitment, hiring, transfer, promotions, training, compensation, benefits and termination.

3. RCOC shall provide services without discrimination to all persons qualified for service by the California Welfare and Institutions Code and applicable regulations.

### C. POLICY AGAINST HARASSMENT

In furtherance of RCOC's commitment to respect the privacy and dignity of every employee, RCOC prohibits sexual harassment as that term is defined by California and federal Law.

1. The federal Equal Employment Opportunity Commission defines sexual harassment in the following manner:

“Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or

condition of an individual's employment, (2) submission or rejection of such conduct by an individual is used as the basis for employment decisions affecting such an individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.”

2. RCOC is committed to providing a work environment that is free of harassment. All unlawful harassment, including sexual harassment, is strictly prohibited. This includes harassment in any form - verbal, physical, or visual - and includes activities such as the following: the display of sexually suggestive materials or pictures, verbal abuse, insults, or jokes which are degrading to either gender or to any ethnic, racial or religious group, unwanted sexual advances, touching, impeding or blocking movements.

3. Any employee who believes that he or she has been the victim of unlawful harassment by coworkers, supervisors or vendors, should report the matter immediately to the manager, director, Human Resources Director or to the Chief Executive Officer who will promptly investigate the complaint.

4. Anyone who is found to have engaged in unlawful harassment will be subject to discipline, up to and including immediate discharge.

#### D. ORIENTATION

1. An orientation program will be conducted for all newly hired employees. A new employee will be given a copy of this personnel policy and information on safety procedures, employee benefits, alcohol and drug-free environment, as well as other items of interest.

#### E. TRAINING

1. To keep employees as prepared and competent as possible, regular training is provided, free of charge, during paid work time, to help improve employees' skills and knowledge. Employees may be required to participate in continuing education and training programs when such instruction is considered necessary to the job. Upon completion of the training, participants may be asked to demonstrate the knowledge and skills that they have acquired.

#### F. EMPLOYMENT OF RELATIVES

1. Relatives of employees will not be eligible for hire by RCOC if the work assignment would require one to direct, review, or process the work of the other or permit one to have access to the personnel records of the other.

2. Relatives of employees will not be hired where potential problems of morale, safety, or conflict of interest exist. Relatives may not be under the direction of the same supervisor nor be employed in the same section.

3. In the event that two RCOC employees within the same section marry, a job transfer of one employee to another section may be required. The decision about which party may be required to transfer shall be at the sole discretion of management.

4. RCOC will comply with California law prohibiting marital status discrimination, and RCOC will administer this section to ensure such compliance.

#### G. REEMPLOYMENT RIGHTS

1. Former employees who leave RCOC in good standing may, at the sole discretion of management, be considered for reemployment. A previously terminated employee who is reemployed will be considered a new employee from the date of reemployment unless the break in service is less than 30 calendar days, in which case the employee shall retain accumulated seniority and other benefits.

2. Some employees leave because this job is simply not a good match for them or for RCOC. These employees may not be rehired, not because of any ill motive, but to ensure that all employees are well suited to their jobs.

#### H. INTRODUCTORY PERIOD

An introductory period is a valuable opportunity to determine if an employee is a good match for the job at RCOC. Employees will be provided with a forthright view of whether he or she will be more successful in a different situation.

1. All new employees will serve an introductory period. During this time, both the new employee and RCOC will have an opportunity to determine whether continuing employment is appropriate.

2. Non-exempt employees and all transferred or promoted employees will serve an introductory period of six months.

3. Exempt employees will serve an introductory period of twelve (12) months.

4. During the introductory period, the supervisor will prepare one or more written evaluations of the new employee's job performance. Copies of the evaluation will be forwarded to the manager, director and the Human Resources Director for review and to the Human Resources office for inclusion in the employee's personnel file.

5. The introductory period may be extended at the sole discretion of management when additional time is needed to evaluate the employee's performance and/or value to the organization. This period will also be extended by the number of days the employee is absent from scheduled work for any reason during the introductory period.

6. Nothing in this section changes the fact that employment with RCOC is At Will both during and after the introductory period. At any time during, or after, the introductory period, the employee or RCOC may terminate the employment relationship with or without cause and without advance notice. Completion of the introductory period is not a guarantee of continuing employment with RCOC.

## I. EMPLOYEE CLASSIFICATIONS

1. Introductory employees: Employees who have not yet completed RCOC's introductory period.

2. Full time employees: Employees who are regularly scheduled to work forty hours or more per week on a continuing basis.

3. Part time employees: Employees who are regularly scheduled to work less than forty hours per week on a continuing basis.

4. Temporary employees: Employees who are hired by RCOC to complete a specific task or project, to supplement the regular work force, or to work for a temporary, specified period of time.

## J. HOURS OF WORK

RCOC will try to work with each employee to make sure the employee has working hours that will best serve the needs of consumers, RCOC, and the employee.

1. The official business hours of RCOC are 8:00 a.m. to 5:00 p.m., Monday through Friday.

2. Working schedules for employees will be established at the time of hire based on the needs of RCOC, but will typically be an eight to ten-hour period between the hours of 6:30 a.m. and 6:30 p.m.

3. RCOC reserves the right to make changes in any employee's work schedule and reserves the right to change the official business hours of RCOC. Employees may request changes in working hours. The decision to grant such a request will be at management's sole discretion.



## K. BREAKS

1. Non-exempt employees shall receive one paid, 15-minute break period for each four (4) hours of work or greater fraction thereof. Breaks will be scheduled by the supervisor and may not be attached to meal periods or taken at the beginning or the end of the work day. Employees who work two (2) hours or less are not legally entitled to take a break.

2. Non-exempt employees must sign out when leaving for a break and sign in when returning from a break.

## L. MEAL PERIODS

1. While RCOC would like to provide employees maximum flexibility, to respect the desires of the employees in the timing of a meal period, California law mandates that after five (5) hours of work, a non-exempt employee must take an unpaid meal period of either 30 or 60 minutes during which the employee is relieved of all duty. Supervisors will schedule meal periods in conjunction with the employee to make sure this requirement is met.

2. Employees must sign out when leaving for lunch and sign in when returning from lunch.

3. The duration, time, and scheduling of meal periods may be changed at RCOC's discretion.

4. Meal periods must be scheduled for no earlier than 11:00 a.m. and employees must return no later than 2:00 p.m.

## M. TIME CARDS

1. Employees must comply with RCOC's time recording policy in effect at the time.

2. For purposes of computing pay, all non-exempt employees are required to keep a daily record of hours worked. The time card should show the time of arrival and departure from work as well as the beginning time and end time for a meal period.

3. Absences from work must also be recorded as well as a reason given for each absence. If required by the supervisor, medical verification or other proof of illness or injury shall accompany the time card for the period in which the absence occurred.

4. For purposes of payroll processing, only authorized employees may fill out a time card for another employee. Falsification of the time card or falsely claiming illness or injury in order to miss work is considered a violation of RCOC's policy and shall lead to disciplinary action up to and including immediate discharge.

## N. PERSONNEL RECORDS

1. In accordance with state and federal laws, RCOC keeps records on each employee which include, among other items, wage or salary information, application forms, performance appraisals, disciplinary action forms, etc.

2. Employees may inspect the contents of their personnel file after providing reasonable notice and after making an appointment with the Human Resources office to view their personnel file during regular business hours. Employees may make copies of documents which bear their signature after paying a small charge for the copy.

3. RCOC vigilantly enforces the California laws that state that information in personnel files is confidential. RCOC will prohibit any improper attempt by any person, including outsiders, to seek confidential information from an employee's personnel file. Only RCOC personnel with a "need to know" will be allowed to inspect such files.

4. In order that personnel records are kept up to date, the employee must notify the Human Resource office in writing whenever there is a change in name, address, telephone number, number of dependents, person to be notified in case of emergency, or beneficiary for RCOC's insurance, disability or retirement plans.

5. All requests for information regarding current or former employees of RCOC must be directed to the Human Resources office. Employees shall not release information about other employees or RCOC consumers.

## O. TRAVEL

1. Employees who are required to travel on approved RCOC business will be reimbursed for the cost of transportation, meals, and lodging according to travel and entertainment expense rates which have been set by RCOC. These rates are subject to periodic revision. Such business travel might include visits to consumers, attendance at business meetings, conventions and seminars, or other educational functions related to the job. Advance written approval must be obtained from the supervisor.

2. Time spent by an employee in traveling away from home on RCOC business shall be considered hours worked regardless of whether or not such travel occurs on a regular working day.

## P. USE OF PERSONAL VEHICLES ON RCOC BUSINESS

1. Employees whose job duties require the use of their own automobile are required to possess a valid driver's license and the legally required liability insurance. The employee

must keep current proof of insurance on file with RCOC's Human Resources office. Each employee agrees to permit RCOC to access the employee's DMV record and provide it to RCOC's insurer.

2. Employees may not perform personal errands while on RCOC business or during scheduled working hours.

3. All fines, tickets, citations, or towing charges shall be the responsibility of the employee, including any expenses from collisions caused by the employee.

4. Employees are prohibited from using their personal vehicles to transport consumers.

#### Q. CONFIDENTIALITY

Part of RCOC's mission in serving its consumers is to respect their privacy and the privacy of their families. Listed below are some of RCOC's legal obligations:

1. Section 4514 of the Welfare and Institutions (W&I) Code states, "All information and records obtained in the course of providing intake, assessment, and services . . . to persons with developmental disabilities shall be confidential."

2. All information concerning the activities or operations of RCOC's consumers, families, service providers and business affairs must be treated as confidential.

3. Employees handling confidential information are responsible for its security. Extreme care must be exercised to ensure that it is safeguarded to protect RCOC, its consumers, families and service providers. Even the mere acknowledgment that an individual is a consumer can be a violation of RCOC's obligation to confidentiality.

4. W&I Code Section 4514 enumerates certain instances when disclosure of information is allowed. Any questions regarding the disclosure of information should be directed to the Chief Executive Officer or to RCOC's General Counsel.

5. Section 4518 of the W&I Code states, "Any person may bring an action against an individual who has willfully and knowingly released confidential information or records concerning him or her in violation of the provisions of this chapter."

6. Employees who are found to have violated RCOC's policy on confidentiality will be subject to disciplinary action up to and including immediate discharge.

#### R. ADJUSTED TIME FOR EXEMPT EMPLOYEES

1. Exempt employees do not earn overtime under either state or federal labor law. Neither state, nor federal law, therefore requires employers to pay exempt employees for hours worked in excess of 40 in a week or in excess of eight (8) hours in a day. Exempt employees are hired and paid on a salaried basis to perform a job effectively, even if it requires the employee to work more than a forty-hour work week.

2. Schedule changes and variations in working hours may be arranged between the supervisor and the employee if the supervisor approves, based upon the requirements of the job.

#### S. E-MAIL AND OTHER BUSINESS COMMUNICATIONS POLICY

1. RCOC has a separate written e-mail policy that is hereby incorporated by reference. The fundamental rule of that policy, and these policies, is that e-mail, facsimile, voice mail and other business communications are made on equipment of the employer and should be used for business purposes only. An employee should have no expectation of privacy in connection with any such communications but should assume that the employer may read, listen to, access, printout, download and otherwise use all such communications.

#### T. EXCEPTIONS TO THE PERSONNEL POLICIES

1. RCOC reserves the right to revise, rescind, modify, delete, or supplement the policies or benefits contained in this manual at its discretion. Except for the At Will provision, nothing in these policies shall be considered a binding contract, but merely the current expression of RCOC's intent on various issues.

### II. PAY PRACTICES

RCOC knows that timely and accurate pay are of high importance to its employees, and RCOC strives to assure that employees are paid in that fashion. All employees are asked to understand and respect the following rules:

#### A. PAY CHECKS

1. All employees will be paid on Thursday for the two-week pay period which ended the previous Saturday. Employees have the option of having their pay automatically deposited to the bank of their choice.

#### B. PAYROLL DEDUCTIONS

1. Deductions required by law include the following:

- Federal Income Tax
- State Income Tax
- State Disability Insurance
- Medicare

2. The CalPERS deduction is mandatory for all eligible employees.

3. The employee may give RCOC authorization to make deductions for the following optional benefits:

- Medical/dental/life insurance/flex plans
- Tax sheltered annuity
- Credit Union savings/payments
- Other benefits
- Repayment of amounts owed to RCOC

#### C. WORK DAY AND WORK WEEK DEFINED

1. For purposes of computing overtime for the non-exempt employee, the work day shall be defined as the calendar day, i.e., the 24-hour period which begins at 12:01 a.m. and ends the same day at midnight.

2. The work week is defined as the calendar week, i.e., the seven-day period which begins on Sunday morning at 12:01 a.m. and ends the following Saturday night at midnight.

#### D. BILINGUAL ACTIVITIES

RCOC shall provide additional compensation to employees who possess a bilingual skill and perform it regularly in a position that RCOC has designated as a bilingual position.

1. Only time actually worked is used to compute bilingual pay. Absences from work because of holidays, illness, vacation, or for any other reason shall not be considered time worked for computing bilingual pay.

#### E. OVERTIME

RCOC pays overtime to non-exempt employees as required by California and federal law.

1. Only time actually worked is used to compute overtime pay. Absences from work because of holidays, illness, vacation, or for any other reason shall not be considered time worked for computing overtime pay.

2. On occasion, it may be necessary to ask employees to work additional hours from those normally scheduled. When asked by a supervisor or a manager to work overtime, it is expected that employees will do so.

3. Employees may not work overtime without the prior approval of their supervisor.

4. Overtime will be paid to non-exempt employees only in accordance with applicable state and federal labor laws.

### III. PROMOTIONS, TRANSFERS, AND EVALUATIONS

One of RCOC's goals is to help its employees grow and advance in their profession. Whenever possible, promotions, transfers, and performance evaluations are done to further that goal. RCOC is bound by law in many situations to select the best candidate, even if from the outside. RCOC is aware that the best way to help employees grow and advance is to provide them with honest reviews that give them a chance to eliminate performance problems and be successful.

#### A. PROMOTION

1. RCOC is committed to hiring or promoting the most qualified individuals into vacancies. Preference is given to employees over other candidates, if all other hiring criteria are equal.

2. Job openings will be posted for five (5) days. Employees who wish to apply for an opening must submit a Personnel Action Form to their supervisor who will forward it to the Human Resources office.

3. The employee's past work performance, evaluations, attendance record, education, skills, expertise, and work experience shall be used along with interviews and applicable aptitude tests to determine suitability for promotion.

4. Employees who are promoted shall serve a six-month introductory period in the new position. During this period, the supervisor will prepare a written evaluation of the promoted employee's job performance. Copies of the evaluation will be forwarded to the manager, director, and Human Resources office.

#### B. PERFORMANCE APPRAISALS

1. The job performance of each employee shall be formally evaluated by his or her supervisor during the introductory period and thereafter on or around the focal point performance appraisal date. Additionally, employees may be evaluated informally by their supervisors at other times, when the need arises.

2. Information derived from the written performance appraisal will be used to identify strengths, weaknesses, and training needs of the individual, as well as to determine the employee's eligibility for merit salary increases, promotion, transfer and continued employment.

3. The performance appraisal shall be based on the job description, the goals which have been established by management, and the experience and training of the employees. Among the factors considered are knowledge of the job, quantity and quality of work, promptness in completing assignments, quality of performance, cooperation and ability to get along with other employees, initiative, reliability, attendance, good judgment, attitude and acceptance of responsibility.

4. The employee and the supervisor will review and discuss the evaluation and the employee will have an opportunity to make written comments. The evaluation will then be reviewed by the appropriate manager, director, and the Human Resources Director and shall become a part of the employee's personnel file.

5. If the employee is dissatisfied with the outcome of the performance appraisal, he or she may seek resolution by means of the grievance procedure.

#### C. TRANSFER

1. Either RCOC or the employee may initiate a request for transfer within the RCOC, but not all transfer requests by the employee will be granted. Reasons for transfer requests may include fluctuation in workload, increased career opportunities, personality conflicts, health or personal interests, or the needs of RCOC. RCOC reserves the right to unilaterally transfer an employee.

2. When the employee is requesting the transfer, the following procedure will be followed:

a. The employee must submit a Personnel Action Form to the immediate supervisor which includes the reason for the transfer and the new position being sought. The written request shall be forwarded to the appropriate director and then to the Human Resources Director recommending approval or disapproval.

b. An interview with the employee shall be conducted by the manager, or his or her designee, of the department in which the opening occurs.

c. The final decision whether or not to grant a transfer will be made by the appropriate director, with concurrence of the Human Resources Director.

#### IV. BENEFITS

RCOC is pleased to be able to provide an extraordinary package of benefits for its employees. RCOC's Holiday, Vacation, Sick Leave, and Education benefits are excellent, as are the insurance coverage and leaves of absence benefits.

A. HOLIDAYS

1. RCOC observes the following holidays:

New Year's Day  
Martin Luther King, Jr. Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day

2. The dates of observation of these holidays will be distributed each December for the following year.

3. To receive holiday pay, an eligible employee must work the regularly scheduled workdays immediately before and after the holiday, unless the employee has received prior written authorization for a paid absence to miss work.

4. Only full time employees are eligible for all paid holidays.

5. Part time employees shall receive holiday pay on a prorated basis according to hours worked.

6. Temporary employees and those on unpaid leaves of absence or layoff status are not eligible to receive holiday pay.

7. If an observed holiday occurs during an employee's vacation period, the employee will receive the holiday in lieu of a vacation day.

8. Some employees may wish to observe other religious holidays than those recognized by RCOC. An employee, who wishes a day off for this reason, will be permitted to do so if at least five (5) working days prior notice is given to the supervisor and the absence does not result in undue hardship for RCOC. Employees may use accrued vacation or take such time off as an unpaid, excused absence.



B. VACATIONS

1. Full time employees earn paid vacation benefits on a daily basis from the date of hire at the rate set forth below. Earned vacation is prorated for any unpaid time.

<u>Length of Service</u>	<u>Earned Vacation</u>
Date of hire through 4 years	4.62 hours per pay period or 15 days per year
5 to 19 years	6.15 hours per pay period or 20 days per year
20 or more years	7.7 hours per pay period or 25 days per year.

2. Although vacation is earned from the date of hire, vested vacation may not be taken until the employee has completed six months of continuous employment. In addition, vacation may not be used in the same pay period in which it is earned.

3. Part time employees who are regularly scheduled to work at least 20 hours per week are entitled to vacation on a prorated basis. The amount of vacation earned is based on the number of hours the part time employee works.

4. Part time employees who are regularly scheduled to work less than 20 hours per week, and temporary employees, shall not be eligible to earn paid vacation benefits.

5. Employees are encouraged to use all earned vacation annually. Vacation may be accrued up to 320 hours, after which no further accrual occurs. At RCOC's sole discretion, a limited number of vacation hours may be cashed out.

6. Employees wishing to schedule a vacation of five (5) days or more must submit a Personnel Action Form to his or her supervisor at least five (5) business days in advance and obtain the written approval of the supervisor before the time off may be taken. Failure to follow this procedure may result in a denial of vacation request or an unauthorized absence without pay and appropriate disciplinary action.

7. Scheduling conflicts regarding vacation days within a department shall be resolved by the supervisor based on the needs of RCOC.

8. If a paid holiday falls within an employee's vacation, the employee will be paid for the holiday in lieu of vacation.

9. Vacation may be taken in one-hour increments unless otherwise approved by management.

## C. PAID SICK LEAVE

1. Full-time employees earn paid sick leave benefits at the rate of one day per month of work beginning with the date of hire and prorated for any unpaid time.

2. Part-time employees who are regularly scheduled to work 20 hours or more per week earn paid sick leave on a prorated basis. The amount of sick leave earned is based on the number of hours the part time employee works.

3. Temporary employees and part time employees regularly scheduled to work less than 20 hours per week are not eligible to earn paid sick leave benefits.

4. Paid sick leave may be used by eligible employees when they are unable to work because of their own illness or temporary disability or because of the illness or temporary disability of a member of the employee's immediate family, which includes an employee's child, parent, spouse or domestic partner.

5. In order to receive paid sick leave for an absence, the employee must personally notify the supervisor at the beginning of the workday, or at the time of departure from work, if the employee leaves work during the work day, and state the reason for the absence. Failure to properly notify RCOC of an absence will result in the absence being considered unauthorized and loss of pay for the employee.

6. Employees who miss work for medical reasons may be asked to supply physician's release before returning to work. These employees may also be required to have a physical examination by a physician selected by RCOC to determine the employee's capability to perform satisfactorily.

7. Paid sick leave may not be taken for absences paid by Workers' Compensation benefits, or for unauthorized absences. Paid sick leave may be used to make up the difference between State Disability Insurance and an employee's regular rate of pay.

## D. BEREAVEMENT

1. Up to three days off with pay may be granted to an employee upon a death in the immediate family. The immediate family is defined as a spouse, parent, child, sibling, grandparent, or grandchild, or parent of spouse. Prior approval must be obtained from the supervisor.

## E. JURY DUTY

1. Employees who are summoned for jury or witness duty will continue to receive full pay for up to ten (10) days per year. Thereafter, the employee's job will be held for the

period of the participation; but, the employee will not be paid. Employees must return to work on days when released from jury duty prior to the end of the workday.

#### F. STAFF DEVELOPMENT AND EDUCATIONAL LEAVE

1. Full-time employees who have completed their introductory period may be granted up to 40 hours per calendar year of paid education leave to attend job-related conferences, courses, classes, institutes, or workshops provided that:

a. The employee makes a written request to his or her immediate supervisor specifying the conference, course, institute, workshop, or class he or she wishes to attend, and the supervisor approves the request.

b. Such attendance does not unreasonably interfere with staffing.

c. The employee's work performance, value to RCOC, or potential for advancement will be enhanced by such attendance as determined by the employee's immediate supervisor.

2. Part time employees are eligible for the same staff development opportunity prorated to the hours they work weekly.

3. The cost of enrollment in the course, workshop, etc. will be borne by the employee unless he or she is participating as an official representative of RCOC or is making a presentation on behalf of RCOC.

4. Educational activities must not interfere with the employee's work and completion of study assignments shall be accomplished outside of the employee's regular working hours.

5. This policy does not include conferences, courses, classes, institutes, or workshops which RCOC requires an employee to attend, which shall count as time worked and shall not be deducted from educational leave.

#### G. HEALTH INSURANCE

1. Employees who are regularly scheduled to work 20 or more hours per week are eligible to participate in RCOC's group medical insurance plans. Coverage for an eligible employee usually begins on the ninety-first (91) day of employment.

2. For employees who are regularly scheduled to work 40 hours per week, RCOC pays 100% of the premium for employee coverage in the lesser cost medical plan. Dependents may be added to the plan at the employee's expense. The cost of the premium for dependent coverage will be paid by the employee by means of payroll deduction.

3. For employees who are regularly scheduled to work less than 40 hours per week, RCOC pays a prorated share of the premium for employee coverage in the lesser cost medical plan, i.e., for employees who work 20 hours per week, RCOC pays 50% of the premium for employee coverage in the lesser cost medical plan. Dependents may be added to the plan at the employee's expense. The cost of the premium for dependent coverage and the employee's portion will be paid by the employee by means of payroll deduction.

4. For employees who are regularly scheduled to work less than 40 hours per week and were hired prior to July 10, 2008, RCOC will continue to pay 100% of the premium for employee coverage in the lesser cost medical plan. Dependents may be added to the plan at the employee's expense. The cost of the premium for dependent coverage will be paid by the employee by means of payroll deduction.

5. Employees may be offered a choice of health insurance plans at the completion of the eligibility period and during the annual Open Enrollment period.

#### H. LIFE INSURANCE

1. Employees who are regularly scheduled to work 20 or more hours each week will be provided with a group term life insurance policy which becomes effective 30 days after employment begins. The cost of the premium is paid by RCOC. The group term life benefit is two times basic annual salary up to \$200,000. The life insurance benefit is reduced at age 65 and again at age 70.

2. Additional coverage for employees and family members may be purchased; the cost for additional life insurance coverage is paid for by the employee.

#### I. DENTAL INSURANCE

1. After ninety (90) days of employment with RCOC, employees who are regularly scheduled to work 20 hours or more per week become eligible to enroll in RCOC's dental insurance plan.

2. The cost of the premium for both the employee and dependents is paid for by the employee.

#### J. LONG TERM DISABILITY INSURANCE

1. After 90 days of employment with RCOC, employees who are regularly scheduled to work 20 or more hours per week are covered by long term disability insurance. The cost of the premium is paid by RCOC. For employees who are eligible, the long term disability benefit is two-thirds of basic monthly pay up to a maximum monthly benefit of \$6,000.

K. RETIREMENT BENEFITS – CalPERS 2% at 55

1. The retirement benefit is through the California Public Employees' Retirement System (CalPERS). To be eligible for service retirement, the employee must be at least age 50 and have five years of CalPERS credited service. The monthly retirement allowance is determined by age at retirement, years of service credit and final compensation. Employees contribute 7% of earnings. RCO does not contribute to Social Security.

2. CalPERS benefits are governed by CalPERS Retirement Law.

L. TAX-SHELTERED ANNUITY

1. All employees are eligible to participate in tax-deferred savings/investment programs from the date of hire. Contributions are voluntary and made by means of payroll deduction.

M. CREDIT UNION

1. The California Bear Credit Union and the Kinecta Federal Credit Union provide savings opportunities and loans. Savings and payments can be made through payroll deduction.

2. Employees are eligible to participate in the credit union from the date of hire. All employees and their dependents may join.

N. WORKERS' COMPENSATION

1. Employees who sustain a job-related illness or injury are covered by workers' compensation insurance at no cost to the employee. Employees must report all on-the-job injuries to the supervisor immediately before leaving the job site.

O. STATE DISABILITY INSURANCE

1. Employees who are unable to work because of an illness or injury which is not related to the job may be eligible to receive State Disability Insurance (SDI). This benefit is paid for by the employee by means of a payroll deduction. Eligibility information may be obtained by contacting the state Employment Development Department.

2. Employees on SDI may use accumulated sick and/or vacation leave benefits to make up the difference between the SDI payment and regular salary.

P. UNEMPLOYMENT INSURANCE

1. Employees who are out of work through no fault of their own may receive unemployment benefits. The cost of this program is paid by RCOC. Eligibility is determined by the state Employment Development Department. As a general rule, employees who resign and employees who are discharged due to misconduct are not eligible for such benefits.

Q. UNPAID LEAVES OF ABSENCE

1. GENERAL INFORMATION ABOUT LEAVES

a. Except where otherwise required by law, leaves of absence shall only be available to full-time employees who have completed one year of service with RCOC. All leaves of absence are UNPAID.

b. Leaves of absence are not automatic. They may be considered for the following reasons: medical, pregnancy, military obligations and family leave. The benefits in these policies, workers' compensation, jury duty and other leaves are as authorized by law.

c. Requests for a leave of absence must be made in writing in advance of the leave, and must be submitted to the employee's supervisor. In order to be considered, the request must include the reason for the leave and the beginning and ending date. The decision whether to grant a leave will be made by management based upon the individual circumstances and the needs of RCOC.

d. Except where required by law, RCOC cannot guarantee reinstatement following a leave of absence, although an effort will be made to make a suitable placement when the employee is able to return to work. Also, except as required by law, the maximum leave of absence shall be one (1) month.

e. Employees on leaves of absence shall not earn vacation, paid time off, holiday, or any other employer-sponsored benefits.

f. Except as required by state and federal family leave, employees who are on a leave of absence shall reimburse RCOC if they wish to continue their health or dental insurance.

g. Failure to return to work at the end of a leave or to secure an authorized extension will result in termination of employment. Acceptance of other employment during a leave, without the advance written permission of management, may also lead to termination of employment.

h. The length of the leave will be determined by the circumstances of the leave and applicable state and federal laws.

i. Anniversary dates are adjusted by the period of the leave of absence.

2 SPECIAL RULES APPLYING TO CERTAIN KINDS OF LEAVES:

a. Medical disability, including pregnancy and childbirth:

1. The employee shall be required to submit verification by the attending physician or healthcare provider of his/her medical disability and resulting inability to work and the projected date of return. A physician's or healthcare provider's release to return to work will be required before the employee is allowed to resume his/her duties.

2. The employee must contact RCOC immediately if there is any change in projected dates of disability or return to work.

3. RCOC reserves the right to have the employee examined by a physician selected by RCOC to determine fitness for duty.

4. RCOC reserves the right to fill a position when it is required by business necessity, to the extent permitted by the laws governing the leave being taken.

b. Family Medical Leave:

1. A leave may be granted when the employee is needed to care for a newborn or adopted child; or a seriously ill child, parent or spouse; or when the employee suffers a serious medical condition. An employee must be eligible under the terms of either the California or federal family medical leave laws, which generally require an employee to have been employed for 12 months and to have actually worked 1250 hours in the preceding year period.

2. Family medical leaves may not exceed twelve (12) weeks per year. The year for family leave purposes is defined as a rolling year, looking backward from the date an employee uses leave.

3. State law allows RCOC to deny family medical leaves when the child's other parent is either unemployed or on a leave of absence. Further, the employer may not have an obligation to reinstate the employee when the leave creates an undue hardship on RCOC's operation, and when the employee is a highly-paid (among highest 10%) salaried employee.

4. Family medical leaves shall not constitute a break in service with RCOC for the purpose of rights relating to longevity or seniority under any employee benefit or retirement plan.

5. RCOC will require the employee to submit documentation before making the decision to grant a family medical leave.

c. Military Family Leave

1. Eligible employees are entitled to up to twelve (12) weeks of leave because of “any qualifying exigency” arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation.

2. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the service member.

d. Rejuvenation Leave:

1. After the completion of each separate block of ten (10) years of service to RCOC, an employee may request an unpaid rejuvenation leave for up to eight (8) weeks.

2. Employees may request an additional two weeks of unpaid leave for every year of service beyond ten (10) years.

3. Approval for this leave is at the discretion of the Chief Executive Officer and appropriate director and is dependent upon the needs of the RCOC.

e. Military Obligation Leave:

1. RCOC will grant military leave as required by state and federal law. It is the employee's responsibility to notify the supervisor and the Human Resources office as soon as he or she is advised of the dates of training period, active duty or other required military leave.

2. Employees may choose to receive payment for accrued vacation during a leave for this reason; thereafter, the leave will be unpaid.

## V. WORK GUIDELINES

Ultimately, an employee’s best job security comes from doing one’s best and performing efficiently and productively. The following policies are intended to help employees achieve these goals. Also, issues are identified, like conflicts of interest and outside employment, to help employees avoid situations that may create problems for the employee.



## A. OUTSIDE EMPLOYMENT

1. It is the responsibility of all employees to notify their supervisor of the existence of outside employment or self-employment and to obtain the advance written approval of management. RCOC discourages outside employment or self-employment for full time employees when the employment impacts the ability of the employee to perform as required by RCOC.

2. Employment with RCOC is the employee's primary responsibility. Outside employment or self-employment will not be considered an excuse for poor job performance, absenteeism, tardiness, or refusal to work overtime. If management, in its sole discretion, decides that outside employment or self-employment has prevented an employee from achieving maximum efficiency in an RCOC job, the employee will be asked to discontinue the outside employment or self-employment, resign from RCOC or will be discharged.

3. Employees holding outside employment or self-employment shall not be paid by RCOC for absences which are the result of injuries, illness, or involvement in the other job.

## B. CONFLICT OF INTEREST

1. RCOC attempts to avoid situations in which an actual or the appearance of a conflict of interest may exist. This may include outside employment, self-employment, business investments, use of confidential information for personal gain, use of RCOC's name or equipment to promote personal interests. The following are examples of circumstances which may present a conflict of interest:

a. Employment or consulting for any organization which does business with RCOC.

b. The employee or his or her family member has a financial interest in a firm which conducts business with RCOC which affects the employee's decisions or actions.

c. Accepting gifts from any person or firm doing or seeking to do business with RCOC; this does not include gifts of nominal value such as pens, calendars, etc. (a gift for a nominal amount of \$10 or less and completing a Gratuity Form.)

2. Employees should bring all such matters to the attention of RCOC management who, at its sole discretion, will determine whether a conflict of interest exists and how the matter shall be resolved.

3. RCOC's contract with the ~~state~~ State of California and Title 17 of the California Administrative Code require that the employees sign a Conflict of Interest Disclosure Statement every year.

## C. ATTENDANCE AND PUNCTUALITY

1. Employees who are unable to report for work must personally notify their immediate supervisor as soon as possible but not later than 8:30 a.m. or at the scheduled reporting time, whichever is earlier. If the supervisor is unavailable, the employee must contact the manager, another supervisor, or the manager's secretary and speak with one of them in person. It is not acceptable to leave a message with another employee.

2. Failure to follow RCOC's policy for reporting an absence may result in disciplinary action and loss of pay for the day.

3. Non-exempt employees arriving late will have their pay docked. Employees must follow this reporting procedure when they know they will be late for work. Employees who are more than 30 minutes late and fail to properly notify RCOC of the tardiness will not only have their pay docked, but also may be sent home without pay.

4. Non-exempt employees are not permitted to make up time or wages lost due to absences or tardiness.

5. All employees are expected to be at the work station ready to work at the daily starting time, following breaks and meal periods, and to be fit to perform all applicable duties and responsibilities.

6. Employees who become ill on the job must notify the supervisor before leaving the office/work site.

## D. PHYSICAL EXAMINATIONS

1. RCOC reserves the right to require its employees to be examined by a physician whenever determined by management to be necessary or desirable or for the protection of the employee or RCOC.

2. Physical examinations administered at the request of management shall be paid for by RCOC. All results of exams will be kept confidential.

## E. DRUG AND ALCOHOL POLICY

1. RCOC is designated as a Drug-Free Work Place.

2. All employees are required to attend a periodic orientation on substance abuse and must sign a statement regarding RCOC's Drug and Alcohol Policy.

3. RCOC prohibits the use, possession, sale, or transfer of illegal drugs, legal drugs which have been obtained illegally or are not being used for prescribed purposes, or alcohol, in the work place.

4. Employees may not report for work with illegal drugs or metabolites in their bodies. They may not be impaired by the use of alcohol during working time.

5. When RCOC has reasonable suspicion that an employee is or may be impaired or affected on the job by alcohol or illegal drugs, the employee will be required to submit to an immediate drug test. Refusal to do so shall constitute grounds for immediate discharge.

6. Employees may be discharged for a single violation of RCOC's Drug and Alcohol Policy.

7. RCOC reserves the right to require any and all applicants for employment to submit to a drug test as well.

#### F. SOLICITATIONS

1. Persons not employed by RCOC may not solicit or distribute literature on RCOC property at any time for any purpose.

2. Employees of RCOC may not distribute literature or solicit in working areas during working time for any purpose.

3. Working time includes the working time of either the employee doing the soliciting and distributing or the employee to whom the soliciting and distributing is being directed.

4. Working time does not include authorized break periods and meal periods.

#### G. PERSONAL PROPERTY

1. RCOC does not assume responsibility for the loss or theft of personal belongings, and employees are advised not to carry large sums of cash or other valuables with them at work. Money and valuables should never be left unattended at workstations or on desk tops.

2. Articles of personal property found on the premises should be returned to the owner, if known, or returned to the Human Resources office to which all inquiries regarding lost property should be directed.

3. Employees who take property that does not belong to them are subject to discipline that may involve immediate discharge.

## H. TELEPHONES

1. RCOC telephones shall not be used for personal business except in emergency or under exceptional circumstances.
2. If it is absolutely necessary to use RCOC telephones to make personal toll or long distance calls, then the call must be placed through the operator and charged to the individual's home number or placed collect.

## I. RCOC STATIONERY

Employees may not use RCOC stationery for personal correspondence or personal business.

## J. DRESS AND PERSONAL APPEARANCE

1. Every RCOC employee has some contact with the public and is expected to meet professional dress, grooming and hygiene standards which are appropriate for the business environment.
2. Employees who report to work improperly groomed or dressed, or with unacceptable hygiene shall be sent home, without pay, to correct the situation.

## K. SMOKING

RCOC is highly cognizant of the serious health risks of second-hand smoke. Accordingly, both to follow California law that prohibits smoking indoors, and to make sure RCOC's workplace is the safest place possible to work, RCOC strictly prohibits all smoking within RCOC's premises.

RCOC is a non-smoking environment, as required by California law, except for outside areas specifically designated by the Chief Executive Officer.

## L. BULLETIN BOARDS

RCOC bulletin boards are intended as communication centers for RCOC business. Employees should refer to them for RCOC announcements and work-related information. They are for the sole and exclusive use of RCOC and under no circumstances are employees permitted to post anything on RCOC bulletin boards.

## M. SAFETY

1. In order to provide a safe and healthful working place, RCOC has implemented an Injury and Illness Prevention Program. It is the responsibility of each employee to become familiar with this program.

2. Employees are required to obey safety rules, follow established safe work practices and exercise caution in all work activities.

3. Employees are expected to immediately correct any unsafe conditions when it is possible to do so or to report them to the supervisor.

## N. SEARCHES AND INSPECTIONS

1. To insure compliance with RCOC's Drug and Alcohol Policy noted herein, and to permit RCOC to investigate safety concerns and concerns regarding possible theft or other wrongdoing, RCOC reserves the right to search and inspect employees and any packages, purses, briefcases, boxes, bags, personal effects, vehicles, or other materials brought to the workplace. Further, RCOC reserves the right to search or inspect any lockers, desks, files, or other storage areas in the workplace.

2. Accordingly, employees should have no expectation of privacy with regard to any item brought onto workplace premises or with regard to any materials or personal items kept at the workplace. If an employee wishes to keep private any such item or possession, the employee should not bring such item or possession onto RCOC premises.

3. Such searches or inspections hereunder may occur at any time, without notice. This policy is designed to provide a safe, drug-free, secure environment for the protection of RCOC's employees.

## VI. DISCIPLINARY ACTION

A. The basic term of every employee's employment is At Will. This means either the employee or RCOC may terminate the employment at any time, with or without cause or notice.

B. On occasion, RCOC may decide to warn an employee regarding his/her performance, conduct, attitude or for some other reason. All disciplinary actions are documented and become part of the employee's personnel file. The supervisor may take any, all, or none of the following actions. No particular order is required.

1. Counseling: The supervisor will meet with the employee to discuss the matter, the corrective action that must be taken and the time limit in which improvement must be demonstrated. This meeting will be documented in a memo and the employee will be given a copy of this memo.

2. Written warning: This is a formal written reprimand which details the problem and specifies the changes which must be shown in order to continue employment.

3. Suspension from work without pay.

4. Disciplinary probation.

5. Transfer or demotion.

6. Immediate termination of employment.

C. The individual circumstance, nature of the offense, and the employee's prior work record shall be used, among other factors, to determine the appropriate action to be taken.

D. While RCOC attempts to notify employees when their performance or behavior is unsatisfactory, no formal system of warning or progressive discipline is required. The basic policy remains At Will employment, and RCOC may elect to discharge any employee at any time for any or no reason, with or without cause or notice.

## VII. STANDARDS OF CONDUCT

RCOC expects its employees to use good judgment, perform well, and follow established rules and procedures. It may be helpful, however, to identify some examples of the types of conduct that are not permitted. The following list is not complete but it does provide examples of behavior that are not acceptable to RCOC and will lead to disciplinary action up to and including immediate discharge:

1. Use of lawful narcotics or medication that impairs the performance of duty, except prescribed medicine when the employee has obtained the prior written approval of the supervisor and the medication has been taken as prescribed.

2. Selling, transporting, possession, or distribution of unlawful drugs, chemicals, or alcohol while on duty or on RCOC premises.

3. Consumption or possession of alcohol or unlawful drugs or chemicals while on duty or reporting to work under the influence of alcohol or unlawful drugs or chemicals.

4. Actions which result in damage to property belonging to RCOC, a consumer, a consumer's family, another employee, or members of the public.

5. Actions which result in personal injury to a consumer, a consumer's family, another employee, or members of the public.

6. Fighting or physical assault on another during working hours or at any time on RCOC premises.
7. Possession of firearms or weapons during working hours or on RCOC premises.
8. Failure to comply with federal, state, or local laws, or RCOC rules or procedures relating to consumer safety.
9. Unethical, indecent or immoral conduct.
10. Late filing of RCOC reports.
11. Theft or unauthorized possession or removal of RCOC, employee, or consumer property or equipment.
12. Failure to follow the instructions of a supervisor or other manager, or any other instance of insubordination.
13. Distortion, falsification, or omission of information given for personnel, security, operational, or consumer records.
14. Solicitation of a consumer or a consumer's family for any purpose unrelated to authorized work.
15. Accepting kickbacks or gifts.
16. Gambling on RCOC premises, or with consumers at any time, or during the employee's working time.
17. Failure to report to work or to follow proper procedures for reporting an absence.
18. Sexual or other unlawful harassment.
19. Violation of RCOC's Conflict of Interest Policy.
20. Obtaining or conveying without authority any confidential information entrusted to or concerning RCOC.
21. Any behavior which brings unwanted publicity to RCOC.
22. Poor performance.
23. Misconduct.
24. Dishonesty.

25. Other criminal or unlawful activities in connection with the employee's duties or while on duty.

These examples are illustrative. The list does not include every behavior or action that might lead to discipline. Further, this listing in no way changes the basic, underlying At Will agreement to which all employees are subject and, under which, either the employee or the employer may terminate the employment relationship At Will, with or without cause or notice.

## VIII. SEPARATIONS

### A. AT-WILL EMPLOYMENT

Employment with RCOC is at the mutual consent of both the employee and the employer. This means that either the employee or RCOC can terminate the employment relationship At Will, at any time, with or without cause or prior notice, and for any or no reason.

### B. EXIT INTERVIEW

On or before the employee's last working day, the Human Resources office will conduct an exit interview. At this time, the employee will be asked to return all RCOC property, including, computer, badge and/or keys.

### C. VOLUNTARY RESIGNATION

1. Employees who wish to voluntarily resign will be asked to write a letter of resignation which should state the effective date of the resignation and the reason for leaving.

2. Management, supervisory and professional employees should provide at least four weeks' notice of resignation in order to give RCOC an opportunity to obtain a replacement. Clerical and fiscal employees are asked to give two weeks' notice.

3. Employees who give 72 hours or more notice of resignation will be given their last paycheck at the time of separation.

### D. LAYOFF AND REORGANIZATION

1. When economic factors or other circumstances warrant, RCOC may make the decision to layoff or reorganize the work force. This cutback may apply to RCOC at large, or it may be limited to one or more departments or job classifications.

2. Employees shall be selected for layoff based on a combination of factors which may include performance evaluations, education, skills, experience, productivity, behavior,



expertise, efficiency, attendance, and attitude, but with the needs of RCOC being the controlling factor.

3. In cases where all other factors are considered to be equal, employees with greater seniority, as determined by the most recent date of hire with RCOC, shall be retained.

4. RCOC reserves the right to deviate from this policy.

#### E. INVOLUNTARY SEPARATION

1. The decision to lay off or discharge an employee will be very carefully made and must be reviewed and approved by the appropriate director, the Human Resources Director and Chief Executive Officer.

2. Employees who lose their jobs because of reorganization or permanent lay off will be given two weeks' advance notice of termination or will receive two weeks' pay in lieu of notice. Notice is not required for discharge for any other reason.

3. RCOC does not give severance pay. Employees who have been involuntarily separated from RCOC will be given their last paycheck at the time of separation.

#### IX. GRIEVANCE PROCEDURE

A. In an effort to create a comfortable working environment for all employees, a problem solving procedure has been established. For example, if a post probationary employee is dissatisfied with working conditions, has a complaint about treatment by supervisors or other employees, or believes that RCOC policies, practices or rules have been inconsistently applied, he or she may file a grievance. It is the responsibility of the employee to pursue the grievance process according to the following procedure, until he or she is satisfied with the decision or until the right of appeal is exhausted.

1. Step 1 – Supervisor: The employee who has a work-related complaint has five (5) working days from the occurrence of the incident creating the grievance to bring the matter to the attention of his/her supervisor or manager. The grievance must be in writing. The supervisor or manager will make a written response within ten (10) working days of receipt of the written grievance.

2. Step 2 – Director: If the employee is not satisfied with the response of the supervisor or manager, he or she has fifteen (15) working days to submit the written grievance to the appropriate director. The director will discuss the matter with the employee and the supervisor and will render a written decision concerning the grievance within ten (10) working days of receipt of the written grievance.

3. Step 3 – Chief Executive Officer: If the employee is not satisfied with the response of the director, he or she has fifteen (15) working days to submit the written grievance to the Chief Executive Officer who will review the grievance and the prior decisions from steps 1 and 2. A decision will be communicated to the employee within ten (10) working days of receipt of the written grievance. The decision of the Chief Executive Officer will be considered final.

B. Management decisions on grievances will not be precedent-setting or binding on future grievances unless they are officially adopted by RCOC as policy. Whenever possible, the decisions will be retroactive to the date of the employee's official complaint.

C. The grievance procedure is not available to employees who have not completed the introductory period.

D. If the employee fails to meet the time frames in this procedure, the grievance shall be deemed waived and abandoned. If the employer representative fails to meet the time frames, the grievance shall be deemed denied.

## X. REFERENCE

There are several documents that are referred to in these Personnel Policies and can be accessed elsewhere. Also, additional information can be obtained to supplement the information in this document. As noted below, there are several persons an employee may contact to obtain this additional information, and employees are encouraged to do so.

Additional information about the following programs and policies can be obtained from the Human Resources office:

1. Conflict of Interest Regulations
2. Confidentiality of Information
3. Drug and Alcohol Policy
4. Injury and Illness Prevention Program
5. "Sexual Harassment is Forbidden by Law"
6. Health, dental, life and long term disability insurance benefits
7. E-mail Policy

All questions about RCOC's personnel policies, benefits, rules, or procedures should be directed to the employee's supervisor, manager, director, Human Resources Director, or the Chief Executive Officer.