

RESOLUTION NO. 2011-10-3

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND  
EMPIRE UTILITIES AGENCY\*, SAN BERNARDINO COUNTY,  
CALIFORNIA, APPROVING THE PERSONNEL MANUAL FOR  
EXECUTIVE MANAGEMENT EMPLOYEES**

**WHEREAS**, the representatives of the Board of Directors of Inland Empire Utilities Agency\* have made equitable adjustments to personnel rules, regulations and procedures for Executive Management employees, and

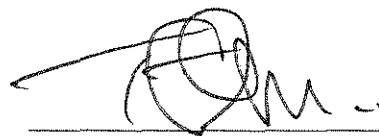
**WHEREAS**, the Personnel Manual prepared by said representatives has been presented to the Board of Directors for ratification.

**NOW, THEREFORE**, the Board of Directors of the Inland Empire Utilities Agency\* does hereby **RESOLVE, DETERMINE AND ORDER** as follows:

Section 1. That this Board of Directors does hereby approve the personnel rules, regulations and procedures contained in the Personnel Manual for Executive Management Employees, attached hereto as Exhibit 1, which shall be effective upon approval and remain in full force and effect until modified by the Board of Directors.

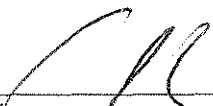
Section 2. That this Board of Directors does hereby order that the Executive Management Employees Salary Matrix be included as part of the Personnel Manual, attached hereto as Exhibit 2.

**ADOPTED** this 5<sup>th</sup> day of October, 2011.



Terry Catlin  
President of the Inland Empire  
Utilities Agency\* and of the Board  
of Directors thereof

ATTEST:




Steven J. Elie  
Secretary of the Inland Empire  
Utilities Agency\* and of the  
Board of Directors thereof

\*A Municipal Water District

STATE OF CALIFORNIA )  
COUNTY OF ) SS  
SAN BERNARDINO )

I, Steven J. Elie, Secretary of the Inland Empire Utilities Agency\*, DO HEREBY CERTIFY that the foregoing Resolution being No.2011-10-3, was adopted at a regular Board Meeting on October 5, 2011, of said Agency by the following vote:

AYES: Santiago, Elie, Camacho, Catlin  
NOES: None  
ABSTAIN: None  
ABSENT: Koopman

  
\_\_\_\_\_  
Steven J. Elie  
Secretary/Treasurer

(SEAL)

\*A Municipal Water District

**THE INLAND EMPIRE UTILITIES AGENCY\***  
**PERSONNEL MANUAL**  
**EXECUTIVE MANAGEMENT EMPLOYEES**  
**EFFECTIVE OCTOBER 5, 2011**

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# THE INLAND EMPIRE UTILITIES AGENCY\*

## PERSONNEL MANUAL

### EXECUTIVE MANAGEMENT EMPLOYEES

The Agency does hereby adopt this Personnel Manual establishing rules, regulations, procedures and establishing salary schedules for the Executive Management group (employees) of the Agency. Provisions of the Manual do not apply to temporary or contract personnel (employees) unless specifically noted in this manual, Agency Policy or the employee's contract. This Manual does not create any contract of employment, expressed or implied, or any rights in the nature of a contract.

- A. There are no provisions in this Personnel Manual that shall be deemed to limit or curtail the Agency in any way in the exercise of the rights, powers and authority which the Agency had prior to entering into this Personnel Manual unless and only to the extent that the provisions of this Personnel Manual specifically curtail or limit such rights, powers and authority.
  
- B. The exclusive rights of the Agency include, but are not limited to:
  - 1) Determine the mission of its constituent departments, commissions, and boards;
  - 2) Set standards of service;
  - 3) Determine the procedures and standards of selection for employment and promotion;
  - 4) Direct its employees;
  - 5) Relieve its employees from duty because of lack of work and/or for other legitimate reasons;
  - 6) Maintain efficiency of government operations;
  - 7) Determine the methods, means and personnel by which Agency operations are to be conducted;
  - 8) Determine the content of job classifications;
  - 9) Take all necessary actions to carry out its missions in emergencies;
  - 10) Exercise complete control, direction and discretion over its organization and the technology of performing its work;
  - 11) Discharge, suspend, demote, reprimand and withhold salary increases and benefits or otherwise discipline employees for cause;
  - 12) Establish reasonable employee performance standards, including but not limited to, quality standards, and required compliance herewith;
  - 13) Determine staffing plans and hours of operations for the best use of Agency resources; and,
  - 14) Enforce other management rights secured by the "Inland Empire Utilities Agency Employer-Employee Relations Resolution".
  
- C. The Executive Management group includes the following classifications, as well as those which may be added from time to time:

Assistant General Manager  
Chief Financial Officer

Executive Manager of Operations  
Executive Manager of Policy Development  
General Manager

## **ARTICLE 1 - DEFINITIONS**

### Section 1.01. - General

Unless otherwise required by the context, various terms used in this document shall have the meanings set forth in this section. Terms expressed in the singular shall also include the plural.

### Section 1.02. - Appointment

The act of filling a vacant position with a person who has met the minimum qualifications for the position.

### Section 1.03. - Anniversary Year

The year (365 calendar days) following the date of employment with the Agency and each successive year thereafter.

### Section 1.04. - Classification

A group of positions sufficiently similar in duties, authority, and responsibility, to permit grouping under a common title in the application of common standards of selection, transfer, demotion and salary.

### Section 1.05. - Continuous Regular Employment

That period of actual employment by the Agency following an employee's date of employment, or the employee's most recent date of reemployment, whichever is later. The term shall also include military leaves of absence and pre-approved leaves of absence, provided that on the day prior to such periods the employee was in the employ of the Agency and that during such periods the employee takes no action expressed or implied to terminate employment.

#### A. Break in Continuous Regular Employment

##### 1) Failure to Return to Work

A break in continuous regular employment for failure to return to work as required at the completion of an authorized period of absence shall, except in the event of the employee's death during such a period, be considered as voluntary termination as of the date the period of absence began.

##### 2) Termination of Employment

Termination of employment by resignation, discharge, or other means or failure to return to work at the completion of an authorized period of

absence shall constitute a break in continuous regular employment.

3) Other Employment

Employment by other than the Armed Forces of the United States or its Allies during a period of authorized absence shall constitute a break in continuous regular employment unless such other employment is pre-approved by the Agency.

Section 1.06. - Exempt Employees

Employees in exempt positions who are excluded from FLSA overtime pay requirements and are compensated on a bi-weekly salary basis. All employees in the Executive Management Group are designated as exempt employees.

Section 1.07. - Holiday Leave

A holiday recognized by the Agency when employees will be granted a day off with pay.

Section 1.08. - Immediate/Extended Family

- A. Immediate Family is limited to: Spouse, State Registered Domestic Partner, Parent (biological or an individual who stands or stood in loco parentis to an employee when the employee was a minor), and Child (biological/adopted/foster/step child, a legal ward, or a child of a person standing in loco parentis who is under age 18), Brother, and Sister.
- B. Extended Family is limited to: Aunt, Brother-in-law, Daughter-in-law, Ex-spouse (if children are involved), Father-in-law, Grandchild, Grandparent, Half-Brother, Half-Sister, Mother-in-law, Nephew, Niece, Sister-in-law, Son-in-law, Step-brother, Step-sister, and Uncle.

Section 1.09. - Inactive Status

An employee who is on an authorized leave of absence without pay for more than thirty (30) calendar days.

Section 1.10. - Job Abandonment

An employee who does not report or call-in to work as scheduled for two (2) or more consecutive workdays, and has not been excused for vacation, sick leave or a leave of absence with or without pay, shall be considered as having abandoned his/her job.

Section 1.11. - Personnel Officer

The General Manager, or designated representative(s) of the Agency, or anyone the General Manager or the Agency Board of Directors may appoint to act on its behalf.

#### Section 1.12. - Position

A group of duties and responsibilities assigned by proper authority to be performed by one employee. A position may be full or part time, occupied or vacant, temporary or regular.

#### Section 1.13. - Promotion

The movement of an employee from one classification to another classification having a higher maximum base rate of pay.

#### Section 1.14. - Reclassification

The reallocation of a position, through a change in duties and responsibilities, based on the needs of the Agency, to a different classification and/or salary range.

#### Section 1.15. - Reinstatement

The restoration, without competitive examination, of an employee to a classification in which the employee formerly served.

#### Section 1.16. - Resignation

The termination, at the election of the employee, of employment with the Agency.

#### Section 1.17. - Step Advancement

A salary increase, based on Meets Expectations or better employee performance, which is within the limits of a pay range established for a classification.

#### Section 1.18. - Termination

The termination of an employee at the discretion of the Agency by means of layoff, discharge, or other means.

#### Section 1.19. - Transfer

The movement of an employee from one position to another position in the same classification or in a comparable classification with the same maximum salary, involving the performance of similar duties and responsibilities and requiring substantially the same basic qualifications.

#### Section 1.20. - Unpaid Status

When an employee does not receive compensation for time not worked, or does not have any usable accrued leave time, or is not eligible for any other paid leave, such employee shall be considered as being in an unpaid status.

## Section 1.21. - Work Period

### A. Standard Work Period

The standard work period consists of a two-week period consisting of eighty (80) hours worked over fourteen (14) days. The work period commences at 12:00 A.M. on Sunday and concludes at midnight on Saturday of the second week.

The General Manager, or designated representative(s), shall be empowered to arrange work schedules in alternate time distributions provided that such alternate distributions are in the best interests of the Agency. All employees of the Agency are subject to call for emergencies which are inherent in the Agency's responsibilities.

Where reasonably possible, at least one member of the Executive Management group shall be available every Friday that the Agency is normally open for business.

### B. Alternative Work Schedule

Any schedule other than a standard workweek as defined in paragraph "A" of this section.

## **ARTICLE 2 - GENERAL PROVISIONS**

### Section 2.01. - Equal Employment Opportunity

The Agency provides equal employment opportunity to all employees and applicants without regard to sex, race, color, religion, national origin, age, ancestry, physical or mental disability, genetics, marital status, sexual orientation or veteran status.

### Section 2.02. - Harassment in Employment

Harassment of an applicant or employee by a supervisor, management employee or co-worker on the basis of sex, race, color, religion, national origin, age, ancestry, physical or mental disability, genetics, marital status, sexual orientation or veteran status will not be tolerated. Harassment by or against any employee or applicant or from a person providing services pursuant to a contract on the basis of sex, race, color, religion, national origin, age, ancestry, physical or mental disability, genetics, marital status, sexual orientation or veteran status will not be tolerated (refer to Agency Policies A-29 or A-30).

### Section 2.03. - Compliance With Law

The Agency's Board of Directors and employees shall take no actions relative to personnel or labor relations matters that conflict with or attempt to circumvent applicable State or Federal Laws.

#### Section 2.04. - Amendment of Personnel Manual

This Personnel Manual may be amended by the Agency Board of Directors, at its discretion.

### **ARTICLE 3 - FILLING OF VACANCIES**

#### Section 3.01. - General

Vacancies may be filled by appointment, transfer, demotion, promotion and/or by the use of a temporary employee, as deemed in the best interest of the Agency by the Board of Directors and/or the General Manager, or designated representative(s).

#### Section 3.02. - Filling of Vacancy

Whenever a vacancy occurs in the Agency's Executive Management Group, the Board of Directors or General Manager shall decide by what manner the vacancy is to be filled.

### **ARTICLE 4 - APPLICATION PROCESS FOR NEW APPLICANTS**

#### Section 4.01. - Application Forms

Employment applications shall be made on forms approved by the General Manager, or designated representative(s), and provided by the Agency's Human Resources Department. These forms shall require information regarding education, prior work experience, training, references, and other information related to the job for which a person is applying. All applications shall be signed and dated by the applicant under a penalty of perjury. Any falsification of information on an application form may disqualify an applicant for the position they are applying for.

#### Section 4.02. - Physical Examination and Condition

After a conditional offer of employment has been made to a job applicant, and prior to the commencement of employment with the Agency, all selected applicants shall be required to undergo a physical examination and evaluation which may include drug and/or alcohol screening performed by a physician selected by the Agency. Employees, in certain classifications, may further be required to undergo additional periodic physical examinations and/or receive certain anti-toxin injections during their employment with the Agency. The expense involved in such an examination shall be borne by the Agency. The evaluation of an employee's physical ability to perform the job shall be made only on the basis of the essential functions of the position for which the employee is applying.

#### Section 4.03. - Employment Tests

Applicants for all positions shall be subject to oral, written and/or performance tests. Only applicants who demonstrate an acceptable level of knowledge, skills and abilities required of the position shall be considered for employment. If there is a job-related requirement for the position, a working knowledge of written and spoken English must be demonstrated by all applicants.

#### Section 4.04. - Acceptance of Applicant

Prior to hiring, the application and pertinent information of the applicant shall be reviewed by the Board of Directors, the General Manager, or designated representative(s). Said applicant will be approved for, or recommended for, employment on the qualifications that the Board of Directors, the General Manager, or designated representative(s), deem pertinent to the position or classification. Refer to Section 2.01 of this Personnel Manual for those items which shall not be adjudged pertinent.

#### Section 4.05. - Rejection of Applicant

The Board of Directors, the General Manager, or designated representative(s), may reject an application, or, after examination, may disqualify the applicant, if the applicant:

- A. Is found to lack any of the requirements, certifications, or qualifications for the position involved;
- B. Is physically or mentally incapable of performing the essential functions of the job, with or without reasonable accommodation, based on competent medical/psychological evidence, including, but not limited to, impairment caused by current illegal use of drugs; or current abuse of alcohol;
- C. Has made false statements of any material fact, or practiced any deception or fraud on the application, declarations or in securing eligibility or appointment;
- D. Is found to be uninsurable under the Agency's insurance program;
- E. Has been convicted of a crime, either a misdemeanor or felony, that relates to the position duties that the applicant would perform;
- F. Has used or attempted to use political pressure or bribery to secure an advantage in the employment testing or appointment;
- G. Has directly or indirectly obtained information, in advance, regarding employment tests;
- H. Has failed to complete and/or submit the employment application correctly or within the prescribed time limits;
- I. Has had the privilege to operate a motor vehicle in the State of California suspended or revoked within the past twelve (12) months, if operating a motor vehicle, requiring a driver's license, is an essential function of the job for which applying;
- J. Has a job history which, in the judgment of the General Manager, or designated representative(s), would render the applicant ineligible for the position including a prior discharge from the Agency.

#### Section 4.06. - Background Investigations

After a conditional offer of employment has been made to a job applicant, and prior to the commencement of employment with the Agency, all selected applicants shall be required to allow the Agency to conduct a background investigation. Said investigation shall include verification of prior employment, verification of education, fingerprinting, credit check (for positions that regularly are involved in financial transactions) and any other information necessary to evaluate an applicant's qualifications for the position.

### **ARTICLE 5 - PERSONNEL RECORDS**

#### Section 5.01. - General

- A. Personnel records are by nature confidential, and the General Manager, or designated representative(s), shall establish procedures to maintain this confidential nature (refer to Agency Policy A-58).
- B. The contents of any personnel file or record shall only be released to the employee, the employee's designee, upon written authorization of the employee, upon court order, on a need to know basis to the respective supervisor/manager, or legal representatives of the Agency relative to personnel actions and only with approval of the Manager of Human Resources or designated representative(s).
- C. The General Manager, or designated representative(s), shall maintain as a portion of the personnel records the employee's qualifications, education, achievements and other classified and confidential information as well as the following standard forms:
  - 1) Application Form
  - 2) Employment Record
  - 3) Periodic Performance appraisals
- D. A separate medical file shall be established by the Human Resources Department for each employee. This file shall be maintained in accordance with the Agency's records retention schedule, and in a confidential manner.
- E. The General Manager, or designated representative(s), and the employee shall be empowered and charged to cause entries to be made in the employee's personnel file and each employee shall have the right to review his or her file in the Human Resources Department during the department's normal working hours to assure said personnel file is current and complete.
- F. Employees must provide the Agency with a current address and phone number.

## **ARTICLE 6 - CLASSIFICATION, COMPENSATION AND PAY PERIOD**

### **Section 6.01. - Classification/Compensation Plan**

In addition to this Personnel Manual, the General Manager, or designated representative(s), shall maintain a file which shall contain the following:

- A. A nine (9) step compensation plan for the Executive Management Group to include salary and/or hourly rate schedules for all classifications within the group.
- B. Classification specifications for each job classification utilized for making appointments to all positions within the Agency. Class specifications shall define the principle duties, responsibilities, and minimum qualifications required of each classification. The General Manager, or designated representative(s), shall determine and set forth the duties and responsibilities as they are to be presented in said class specifications. Assignments may be varied or interchanged to meet the needs of the Agency.

### **Section 6.02. - Classification Revision and Reclassification**

The initial classification established in the above plan may be amended, combined, or abolished and new classifications set forth by the Board of Directors, the General Manager, or designated representative(s). In addition, any position may be reclassified to a different classification by the General Manager, when there is a change in the duties and responsibilities of the position or other sufficient cause.

### **Section 6.03. - New Positions**

Any new position and/or classification that is established shall comply with this Personnel Manual and shall be allocated to the Executive Management classification and compensation plan by the General Manager.

### **Section 6.04. - Compensation**

Employees assigned to positions in the Executive Management Group shall be compensated within the parameters of the Agency's adopted classification and compensation plan unless otherwise approved by the General Manager, or designated representative(s) and administered by the General Manager, or designated representative(s).

### **Section 6.05. - Salaries**

- A. If a COLA is awarded only those persons who are Agency employees and working for the Agency on the date this Personnel Manual is approved by the Board of Directors or on the date the COLA is actually implemented, whichever is later shall receive the pay adjustment.
- B. All COLA's provided for in this Personnel Manual shall be implemented on Step 1 of the salary matrix and incrementally implemented through Step 9.

#### Section 6.06. - Preparation of Compensation Plan

A nine (9) step compensation plan shall be prepared by the General Manager, or designated representative(s), to establish the rate of compensation and consideration for all classifications and all positions within the Executive Management Group. In determining the compensation rates for the various classifications, considerations may be given to the Agency's financial status, the current cost-of-living, local prevailing rates of compensation for like or comparable employment in public or private agencies, working conditions, fringe benefits, and any other relevant factors. The rates of compensation shall be arranged in clear and understandable tables entitled "Hourly and/or Salary Rate Schedules" which shall be made a part of this Personnel Manual.

#### Section 6.07. - Adoption of Compensation Plan

The Nine (9) Step Compensation Plan shall be adopted by the Board of Directors of the Agency and made a part hereof, and will be on file with the General Manager, or designated representative(s). Such Compensation Plan may be amended or revised at the discretion of the Board of Directors.

#### Section 6.08. - Salary Adjustments and Step Advancements

The procedures for step advancements within each salary range are set forth as follows:

- A. New employees shall be hired at a rate of compensation within the salary range for their classification, as approved by the General Manager.
- B. Approval for advancement shall be based upon merit. Step advancements within each salary range shall be in increments of approximately 2½%.
- C. The General Manager, or designated representative(s), may authorize the adjustment of the range step or pay rate of an employee to maintain salary equity within the system, to prevent undue hardship or unfairness due to the application of any rule or policy, to correct any payroll error or omission including any such action which may have arisen in the prior fiscal year, or to correct any wage inequity.

#### Section 6.09. - Step Advancement/Performance

- A. The advancement of an employee within a classification shall be based on the employee exhibiting an increased ability, experience or educational level coupled with a history of meritorious service. The General Manager shall evaluate the employee's qualifications and if merited, shall recommend advancement. The General Manager, or designated representative(s), shall have the authority to grant or reject recommended advancements.
- B. Employees who receive an overall performance of Meets Expectations may be eligible for a one (1) step advancement, employees who receive an overall performance rating of Exceeds Expectations may be eligible for a two (2) step advancement and employees who receive an overall performance rating of

Outstanding may be eligible to receive an advancement of three (3) steps. In no instance shall the advancement place the employee higher than Step 9 of his/her salary range. Employees who receive an overall appraisal rating of Below Expectations or Unacceptable shall not receive a merit increase.

- C. A Meets Expectations or better performance appraisal will not be considered as justification for automatic advancement.
- D. Advancements that are delayed because of late filing of recommendations shall be retroactive to the employee's benefit date when approved.
- E. An early step advancement may be granted to employees who have exhibited Outstanding performance. The due date of the next merit increase shall be upon completion of one (1) year from the date of the early step advancement (and paid in accordance with Section 6.09.G).
- F. In addition to any step advancement, executive management employees may receive a performance award (paid in one lump sum payment during pay period twenty-two (22)) of up to fifteen percent (15%) of the employee's base salary for performance during the previous fiscal year. All Management Performance Awards shall be awarded at the sole discretion of the General Manager. Performance Awards for the General Manager shall only be awarded by the Board of Directors. This Performance Award will be awarded to only those Executive Management employees who are working for the Agency on the date the Performance Award is paid. The amount of the Performance Award to employees hired, promoted or reclassified after the beginning of a fiscal year shall be pro-rated based on the number of pay periods remaining in the fiscal year. An employee on an authorized leave of absence, with or without pay, that exceeds thirty (30) continuous calendar days shall have his/her Performance Award pro-rated by the amount of pay periods actually worked in the fiscal year.
- G. Merit adjustments shall become effective as follows:
  - 1) If a merit increase is due during the first week of a pay period, the effective date of the merit increase shall be the first day of that pay period.
  - 2). If a merit increase is due during the second week of a pay period, the effective date of the merit increase shall be the first day of the following pay period.

#### Section 6.10. - Denial of Step Advancement/Performance

An employee who receives an overall appraisal rating of Below Expectations or Unacceptable shall be denied his/her step advancement. A written performance appraisal identifying the areas of weakness and what steps the employee needs to take to improve his/her performance shall be provided to and discussed with the employee.

#### Section 6.11. - Authority of the General Manager

The General Manager is hereby authorized to employ personnel to fill openings by the Board of Directors within the Executive Management Group classifications. The General Manager is further empowered to promote, demote or transfer employees from one position to another and from one classification to another, or under-fill a position, provided there is a vacancy in a classification allocated by the Board of Directors or established by the General Manager. Additionally, he/she is authorized to establish new classifications provided that the number of authorized positions does not exceed the number of positions authorized by the Board of Directors.

#### Section 6.12. - Acting Pay

Any employee performing the duties of an Executive Management classification in excess of two (2) complete and continuous pay periods may be designated as "Acting". An employee who is designated as "acting" shall receive a minimum increase of at least two (2) steps (approximately five percent) more than his/her normal rate of pay, or shall be placed on Step 1 of the range established for the acting position, whichever is higher; however, the employee's salary shall not exceed Step 9 of the range established for the acting position at any time. An employee shall receive acting pay until officially released of those duties with the following conditions:

- A. Compensation shall be requested in writing by the employee, outlining the circumstances, and the request is subject to the approval of the General Manager, or designated representative(s).
- B. Compensation shall only be requested if the additional duties are to be undertaken for more than two (2) complete continuous pay periods.
- C. Acting pay will be effective at the beginning of the first pay period following completion of two (2) complete and continuous pay periods of performing the duties of a higher job classification.
- D. If the employee is scheduled to receive a merit increase for the position in which he/she normally fills while serving in an acting status, the necessary forms shall be completed to document such increase, and such increase shall be implemented upon conclusion of the acting status. Accordingly, the employee shall receive a corresponding increase in acting pay. The employee's merit review date shall not be affected by acting status.

#### Section 6.13. - Official Business Pay Authorization

Any employee of the Agency may be authorized to attend business and other matters of interest to the Agency outside the Agency area and for time periods which exceed the normal workday on the date of attendance. Employees on such assignment, at the Agency's request, shall be compensated at their normal rate of pay for the number of hours they would normally work on the day of attendance.

Section 6.14. - Pay Periods

All employees of the Agency shall be paid biweekly. Paychecks shall be distributed every other Friday by 10:00 a.m. If a payday falls on a holiday, the payroll will be distributed on the preceding Thursday. At Thanksgiving, and when Christmas falls on a Thursday, the payroll will be distributed on the preceding Wednesday.

Section 6.15. - Fair Labor Standards Act

Executive Management employees will not have their pay docked or reduced in any manner that would be inconsistent with the salary test of the Fair Labor Standards Act (FLSA).

Section 6.16. - Direct Deposit

All Executive Management employees shall be compensated only by the use of direct deposit. The only exception shall be when setting up a new employee into the payroll system, for a period not to exceed three (3) pay periods while an employee changes financial institutions, or final (retirement/resignation/termination) payrolls.

**ARTICLE 7 - BENEFITS**

Section 7.01. - Medical Benefits/Life Insurance Plans

A. Health Benefits

The Agency shall contribute the minimum monthly health premium contribution established for contracting agencies by CalPERS or \$111.41, whichever is greater, towards the cost of premiums for health insurance under the CalPERS Public Employees Medical and Hospital Care Act (PEMHCA) for each employee and his/her eligible dependents. The contribution shall be adjusted annually by CalPERS to reflect any changes in the medical care component of the CPI-U and shall be rounded to the nearest dollar by CalPERS. For employees who do not purchase Agency provided health insurance, the PEMHCA monthly minimum or \$111.41 whichever is greater, shall be paid to the employee as ordinary income.

PEMHCA minimum monthly contribution effective 2011	\$108.00
PEMHCA minimum monthly contribution effective 2012	\$112.00

B. Additional Benefit

The Agency shall make a monthly contribution for each employee as follows, minus the minimum PEMHCA contribution or \$111.41 whichever is greater.

Employee +1	100% of applicable Kaiser Rate \$900.00 effective January 1, 2012
Employee Family	95% of applicable Kaiser Rate \$1113.00 effective January 1, 2012

- 1) For employees who purchase employee only health insurance, or who do not purchase Agency provided health insurance, the maximum monthly contribution shall be \$675.00 minus the PEHMCA contribution under Section A above. If the cost of the combined premiums for health, dental, vision and life insurance (including dependent coverage) is less than the maximum allotment, the Agency shall pay the difference to employees as ordinary income, provided that the employee is enrolled and maintains membership in a CalPERS health plan for him/herself and his/her eligible dependent(s), or is able to show proof that he/she obtains and maintains health insurance through another source for him/herself and his/her eligible dependent(s). The Agency may require proof of health insurance at any time. While on Unpaid Status, as defined in Section 1.20., the employee shall not receive this allotment.
- 2) Should an employee's work hours be reduced by 25% or more of his/her normal working schedule due to a light duty assignment and/or doctor's orders for more than twelve (12) weeks or as provided under FMLA, the employee shall receive the difference between the monthly insurance allotment and the actual cost of his/her health, dental, vision and/or life insurance benefits on a pro-rated basis (i.e., works 75%, receives 75% of the difference between the monthly insurance allotment and the actual insurance costs). The Agency shall continue to pay the PEMHCA contribution from Section A above. Any adjustment shall be made to the amount of the additional benefit.
- 3) Except as provided for in Section 7.01.B.(2), an employee must be in a paid status for a minimum of sixty (60) hours per pay period to receive the difference between the monthly insurance allotment and the actual cost of his/her health, dental, vision and/or life insurance benefits. The Agency shall continue to pay the PEMHCA contribution from Section A above.
- 4) An Agency-paid \$50,000 life insurance policy is provided to each Executive Management employee.
- 5) Supplemental Life Insurance is available to employees at their expense through the Agency's life insurance carrier.
- 6) Effective June 24, 2001, the Agency will provide Domestic Partnership health insurance coverage as provided through CalPERS and California State law. The extension of health insurance through CalPERS shall not change or modify any other benefit offered by the Agency unless said benefit is specifically authorized by this Personnel Manual.

#### C. Retiree Health Benefits

The Agency shall contribute the minimum monthly contribution established for contracting agencies by CalPERS or \$111.41, whichever is greater, plus administrative costs towards the cost of premiums for health insurance under the CalPERS Public Employees Medical and Hospital Care Act (PEMHCA) for each

annuitant who retired from the Agency through CalPERS and who enrolls in a CalPERS health plan as a retiree. The contribution shall be adjusted annually by CalPERS to reflect any changes in the medical care component of the CPI-U and shall be rounded to the nearest dollar by CalPERS.

PEMHCA minimum monthly contribution effective 2011	\$108.00
PEMHCA minimum monthly contribution effective 2012	\$112.00

- 1) Payment for the retiree health insurance benefit of \$111.41 or the minimum PEMHCA contribution, whichever is greater, shall be made directly to CalPERS for the benefit of the retiree each month.
  
- 2) Only Executive Management employees who retire after July 4, 2004, shall have the option of purchasing health insurance from CalPERS or a provider of his/her choice without any loss in benefit. If the retiree so chooses to purchase his/her health insurance from a provider other than CalPERS, the retiree will be reimbursed on a monthly basis for his/her benefit via direct deposit to the retiree's (or surviving spouse's) bank account up to the maximum benefit provided. Retirees are responsible for any taxes that may be due on retiree health benefits.

**D. Additional Retiree Longevity Benefits**

The Agency shall contribute an additional monthly benefit to each retiree minus the minimum PEMHCA contribution or \$111.41, whichever is greater, according to the chart below who simultaneously retires from the Agency through CalPERS and who is a minimum age of fifty-five (55).

Hire Date	Retirement Date	Benefit Level	Minimum Years of Agency Service	Benefit
Before July 2, 1980	N/A	Employee and/or eligible dependent(s)	15	100% of applicable Kaiser Rate*
Before Jan. 1, 1992	N/A	Employee and/or eligible dependent(s)	20	50% of applicable Kaiser Rate*
After Dec. 31, 1991	After July 3, 2004	Employee only or surviving spouse	12	50% of applicable Kaiser Rate*

\*The applicable Kaiser rate is equal to the rate for the region in which the retiree resides, plus administration costs.

The longevity benefit is available to qualifying retirees whether they enroll in a CalPERS medical plan or not. The retiree will be reimbursed on a monthly basis for his/her retiree longevity benefit via direct deposit to the retiree's (or surviving spouse's) bank account, up to the maximum benefit provided. Retirees are responsible for any taxes that may be due on reimbursement of retiree longevity

benefits.

#### Section 7.02. - Retirement Plan

- A. Each employee of the Agency shall participate with the Agency in a retirement plan under the California Public Employees' Retirement System (CalPERS) and subject to such terms and conditions as the Agency, in its sole discretion, may contract with that system.
- B. Effective October 2, 2011, all employees shall contribute 2% of the employee contribution to CalPERS. All employees hired on or after January 1, 2012 shall contribute 3% of the employee contribution to CalPERS. All employee contributions shall be deducted on a pre-tax basis. Said contribution shall not be considered special compensation for the calculation of the employee's retirement benefits.
- C. The Agency contracts with CalPERS for the Pre-retirement Optional Settlement 2 Death Benefit (Section 21548). This benefit provides that, upon the death of a member who was eligible to retire, the spouse may receive an allowance equal to the amount the member would have received if the member had retired for service retirement on the date of death and elected option 2W.
- D. The Agency contracts with CalPERS for the 1 Year Final Compensation Benefit (Section 20042) for all employees hired prior to January 1, 2012. This benefit provides that the final compensation used to calculate a member's retirement allowance is the average full-time monthly pay rate for the highest twelve (12) consecutive months.
- E. The Agency contracts with CalPERS for Military Service Credit Purchases (Section 21024). This benefit allows members to elect to purchase up to 4 years of service credit for any continuous active military or merchant marine service prior to employment.
- F. The Agency has adopted Resolution #2009-4-2 which allows employees who make payments by payroll deduction for CalPERS service credit purchases to defer state and federal income taxes in accordance with IRC 414(h)(2).
- G. The Agency contracts with CalPERS for the 2.5% @ 55 Benefit Formula (Section 21354.4) for all employees hired prior to January 1, 2012.
- H. The Agency contracts with CalPERS a second tier pension plan for employees hired on or after January 1, 2012 pursuant to Section 20475 which provides for the 2.0% @ 55 Benefit Formula (Section 21354) with three year final compensation.

#### Section 7.03. - Long-Term Disability

All regular employees of the Agency are covered under an Agency provided long-term disability plan with the following elements:

- A. Sixty (60) day elimination period.
- B. Sixty percent (60%) of the first ten thousand dollars (\$10,000) of monthly salary.
- C. The maximum benefit period is determined by the employee's age when disability begins.

The choice of carrier and other plan elements rests solely with the Agency. The Agency may elect to self-insure the plan.

Section 7.04. - State Disability Insurance Programs

- A. State Disability Insurance (SDI) - Any employee who becomes disabled due to a non-work related illness or injury will receive compensation benefits as established by the State Disability Insurance fund.
- B. Paid Family Leave Program (PFL) – All California workers who are covered by the State Disability Insurance (SDI) program will also be covered for Paid Family Leave (PFL). The PFL program provides a maximum of six (6) weeks of paid family leave benefits for workers who take time off as provided for by State law. Employees who utilize this program are not required to use vacation time prior to receiving benefits. PFL runs concurrently with State and Federal Family Leave.

Section 7.05. - Professional Memberships

The Agency will reimburse each employee on Salary Ranges EX101 to EX105 up to a maximum of five hundred dollars (\$500) per fiscal year and for employees on Salary Range EX106 up to a maximum of one thousand dollars (\$1,000) per fiscal year for the costs of joining and maintaining membership in Agency-approved professional organizations related to the employee's work at the Agency.

Section 7.06. - Vehicle Allowance.

Members of the Executive Management Group shall receive a vehicle allowance as follows or as negotiated with the General Manager or as provided for in any contract entered into with the employee.

Employees on Ranges EX 101 - EX 102	\$300 per month
Employees on Ranges EX 103 - EX 105	\$500 per month
Employees on Range EX 106	\$600 per month or as established by the Board of Directors

Section 7.07. - Education Reimbursement

The Agency shall reimburse each Executive Management employee up to \$2,500 per fiscal year for the cost of educational expenses that are related to the employee's work at the Agency. The employee may be reimbursed for up to six units per semester/quarter (Agency Policy A-39).

#### Section 7.08. - Cellular Telephone Usage

Executive Management employees may receive an Agency provided cellular telephone in accordance with Agency Policy A-73.

#### Section 7.09. - 401 Governmental Money Purchase Plan & Trust (401a Plan)

Upon separation from service, all employees who participate in the Agency's 401 Governmental Money Purchase Plan & Trust (401a Plan) shall contribute one hundred percent (100%) of paid leave accruals to the 401a Plan up to the annual contribution limit in effect at the time of separation.

### **ARTICLE 8 - PERFORMANCE APPRAISALS**

#### Section 8.01. - General

The procedures for performance appraisals are set forth as follows:

- A. Each employee will be reviewed by his/her supervisor. This review will be made on a standard Agency performance appraisal form. The purpose of this appraisal is to cause a periodic dialogue between the supervisor and the employee. The supervisor shall take this opportunity to discuss the employee's performance. At this time, the employee may have the opportunity to converse with the supervisor without cause for jeopardy to the employee's position.
- B. The performance appraisal shall become part of each employee's official personnel file.
- C. All employees shall have a performance appraisal review at least once a year to review the employee's performance during the fiscal year. The review is to be conducted by no later than September 15<sup>th</sup> following the end of the fiscal year being reviewed.

#### Section 8.02. - Duty of the General Manager

It is the duty of the General Manager to evaluate the work accomplishments and conduct of employees, to inform employees of their appraisals in writing, and to provide positive assistance to employees in improving work effectiveness.

#### Section 8.03. - Employee's Responsibility

It is the responsibility of the employee to meet standards established for work accomplishment and conduct, and to strive to improve work effectiveness.

#### Section 8.04. - Demotions

- A. If, in the opinion of the General Manager, the employee is unable to perform duties and responsibilities which are within the requirements of his/her position, the employee may be demoted by the General Manager. When demoted, the

employee's salary shall be adjusted to the salary range of his/her new position, representing a two (2) step salary reduction (approximately five percent (5%)) or Step 9, whichever is lower of the new salary range.

- B. If an employee's classification or position is to be eliminated, in accordance with the Agency's classification plan, the employee may be offered a demotion to a lower classification or position for which the employee possesses the minimum qualifications.
- C. Any demotion to prevent layoff may be reversed when the employee's previous position is reopened. In the case of preventing a layoff, the employee being demoted will accept the pay rate of the new position.
- D. An employee who is to be demoted shall be given at least two (2) weeks written notice prior to demotion.

## **ARTICLE 9 - LEAVES OF ABSENCE**

### **Section 9.01. - Pre-approved Leaves of Absence**

Pre-approved leaves of absence are leaves granted by the General Manager in writing before the absence, for any purpose, including but not limited to pregnancy, sickness, accident or other casualty, at the convenience of the Agency, provided that the employee returns to work before or at the expiration of such leave of absence or any extension thereof. Special cases will be at the discretion of the General Manager, or designated representative(s). The Agency in granting leaves of absence shall treat alike all participants in similar circumstances.

### **Section 9.02. - Leave of Absence With Pay**

- A. The General Manager may authorize leave to an employee. This includes granting executive, vacation, sick, bereavement, court, or floating holiday within the terms of this Personnel Manual.
- B. The authority for granting paid or non-routine leaves with pay is at the sole discretion of the General Manager.

### **Section 9.03. - Leave of Absence Without Pay**

- A. The General Manager shall have the authority to grant leaves of absence without pay. No employee shall be eligible for a leave of absence without pay until the employee has two (2) or more years of continuous regular employment, except in cases where the law provides otherwise. In special cases, the General Manager may waive the two (2) year employment requirement if in the best interest of the Agency.
- B. Unless otherwise provided by law, an employee shall not be eligible for a leave of absence without pay until all of the employee's accrued leave time with pay has been used.

- C. An employee on inactive status may request, in writing, to continue participation in the Agency's insurance plans, at the employee's own expense for a defined period of time; i.e., until return to work on "active" status, or until a terminating event; i.e., permanent and stationary disability.
- D. An employee granted leave must return to work not later than the start of the first working day following the end of the leave.
- E. During the period of a leave of absence without pay, the employee shall not accept any other employment except with express written permission of the General Manager, or designated representative(s).

Section 9.04. - Holidays

Subject to the conditions specified in this Section and for the purposes of holiday compensation, a day shall equal the number of hours that the employee normally would have worked if not for the holiday, the Agency designates the following days as holidays:

<u>Holiday</u>	<u>Date</u>	<u>Duration</u>
New Year's Day	January 1st	1 day
Presidents' Day	3rd Monday in Feb.	1 day
Memorial Day	Last Monday in May	1 day
Independence Day	July 4th	1 day
Labor Day	1st Monday in Sept.	1 day
Thanksgiving Day & Day After	4th Thursday in Nov.	2 days
Christmas Day & Day After	December 25th & 26th	2 days
Floating Holidays	At the employee's choice	6 days per FY

- A. If the holiday should fall on Saturday, the holiday will be observed on the preceding Friday. If the holiday should fall on Sunday, the holiday will be observed on the following Monday. If Christmas falls on Friday, the day after Christmas shall be observed on the following Monday. If Christmas falls on Saturday, it will be observed on the preceding Friday and the day after will be observed on the following Monday. If Christmas falls on a Sunday, Christmas day and the day after shall be observed on the following Monday and Tuesday.
- B. All employees will be granted leave with pay for all holidays recognized by the Agency, with the exception of appointees whose first day of work would have fallen on the holiday.
- C. An employee whose regularly scheduled flex day off falls on an Agency recognized holiday and does not work due to the holiday may either receive compensation equal to the number of hours worked on the day immediately preceding the holiday at straight time or vacation accrual, at the employee's option.

- D. Floating holidays will be credited to each Executive Management employee on the first pay date in July and must be used by the end of the pay period corresponding with the last pay date in June of the following year. Any remaining time will be forfeited. Prior approval to take floating holidays must be obtained from the General Manager. In cases where an employee must forfeit his/her floating holidays at the request of the Agency, the employee shall be compensated for his/her unused portion at his/her current rate of pay at the end of the pay period corresponding with the last pay date in June. The amount of floating holidays credited to employees hired or promoted after the pay period corresponding with the first pay date in July of each year shall be pro-rated based on the number of pay periods remaining in the fiscal year. Once an employee has tendered his/her resignation, he/she shall not be permitted to utilize floating holidays. If he/she gives the Agency 30+ days advance notice of separation, he/she may be permitted to utilize floating holiday. Unused floating holidays shall not be paid out upon separation from employment.

Section 9.05. - Executive Leave

- A. During pay period fourteen (14), employees shall be credited with six (6) days, equivalent to forty-eight (48) hours, of executive leave to be taken at the request of the individual with approval by the General Manager. It is recommended that executive leave be used within twelve (12) months of when it is credited, but any unused leave can be carried over from year to year with no maximum number of hours that may be accrued.
- B. Employees who leave Agency employment shall be compensated for all executive leave accrued but not yet taken. Compensation shall be at the employee's rate of pay at the time of termination.

Section 9.06. - Vacation Leave

All employees shall accrue vacation leave time, but may not use the accrued leave during the same pay period in which said leave is accrued. Vacation leave is computed and administered as follows:

- A. All employees shall be entitled to accrue vacation leave with pay as follows or as negotiated with the General Manager or as provided for by contract:

<u>Duration of Continuous Regular Employment</u>	<u>Hours Accrued per Pay Period</u>
During 1 <sup>st</sup> through 84 <sup>th</sup> month	4.615
During 85 <sup>th</sup> through 120 <sup>th</sup> month	6.461
During 121 <sup>st</sup> through 228 <sup>th</sup> month	7.692
During the 229 <sup>th</sup> month & thereafter	9.231

- B. The maximum accrual of vacation leave time that may be accumulated shall be as follows or as approved by the General Manager, or the Board of Directors:

During the 1<sup>st</sup> through 84<sup>th</sup> month of employment (vacation accrual = 120 hours per year), the maximum amount of vacation that may be accumulated shall be 384 hours.

During the 85<sup>th</sup> through 120<sup>th</sup> month of employment (vacation accrual = 168 hours per year), the maximum amount of vacation that may be accumulated shall be 500 hours.

During the 121<sup>st</sup> through 228<sup>th</sup> month of employment (vacation accrual = 200 hours per year), the maximum amount of vacation that may be accumulated shall be 650 hours.

During the 229<sup>th</sup> month of employment and thereafter (vacation accrual = 240 hours per year), the maximum amount of vacation that may be accumulated shall be 650 hours.

- C. The maximum length of a continuous vacation leave, which is not interrupted by working on the Agency's behalf, shall be equal to twenty (20) working days.
- D. Vacation leave periods which exceed the limits specified in Paragraph C above, and any combination of vacation leave periods to be taken in one anniversary year, which exceed the total vacation leave earned by an employee in his/her current anniversary year must be approved in writing by the General Manager and in the best interest of the Agency.
- E. Vacation leave shall be limited to those days already earned by the last day of the vacation period. No advance of vacation leave shall be permitted, without the expressed written consent of the General Manager.
- F. Holidays that occur during an employee's vacation period shall not be considered as a vacation day.
- G. In cases where an employee forfeits vacation leave time at the request of the Agency, said employee shall be compensated for forfeited vacation leave time at the employee's current rate of pay. It is the employee's responsibility to schedule vacation time well in advance to avoid forfeiting his or her vacation or to avoid any conflicts.
- H. Employees who are on vacation leave shall be compensated at their current rate of pay.
- I. Vacation leave shall be approved by the General Manager. The employee's wishes shall be considered in evaluating leave requests; however, the Agency's needs shall take precedence.
- J. Employees who leave Agency employment shall be compensated for all vacation leave time accrued but not yet taken to the maximum of the vacation leave the employee is entitled to accrue. Compensation shall be at the employee's rate of pay at the time of termination.

- K. An employee who is on a leave of absence without pay or in an unpaid status as defined in Section 1.20 shall not accrue vacation leave.
- L. Vacation Leave Cash Out. During March of each year or as approved by the General Manager, an employee may, at his/her option, request to convert up to a maximum of seventy percent (70%) of his/her respective annual vacation leave accrual to receive a cash payment at his/her current rate of pay, provided that he/she has used at least thirty percent (30%) of his/her respective annual vacation leave accrual during the previous twenty-six (26) pay periods.
  - 1) It is the employee's responsibility to track his/her own accruals and make a written request for said conversion by the conclusion of the last pay period in March. A payroll stuffer will be sent out to all employees during the last pay period in February reminding employees of this option.
  - 2) Payment shall be made to qualified employees on a separate check from payroll on the first pay date in April.
  - 3) Qualification for vacation leave cash out shall be based on accruals as of the end of the pay period corresponding with the last pay date in February.
  - 4) The option of cashing out any vacation leave accrual shall only be available to employees who have completed thirty-six (36) months of service with the Agency as of the end of the pay period corresponding with the last pay date in February.

#### Section 9.07. - Sick Leave

All employees shall accrue sick leave time, but may not use the accrued leave during the same pay period in which said leave is accrued.

Paid sick leave is a privilege the Agency grants to employees to allow the continuation of pay and fringe benefits in case of personal (or family) illness and, as such, its usage should not be abused. Maintaining good attendance is a condition of employment and an essential function of your job. To minimize hardships that may result from illness or injury, the Agency provides paid sick time benefits in case of personal (or immediate family) illness/injury. However, periodic sick leave taken on a repeated basis may be viewed as abuse of the system. It is your responsibility to establish legitimate illness or injury to receive sick leave pay. This leave time is computed as follows:

- A. All employees shall accrue sick leave time at the rate of 3.692 hours per pay period or equivalent to ninety-six (96) hours per anniversary year.
- B. Employees shall be permitted to expend accrued sick leave time for the following reasons:
  - 1) Employee is suffering illness or injury.

- 2) Employee is placed on quarantine due to exposure to contagious disease.
  - 3) Employee requires medical treatment or examination including, but not limited to, health, dental, or vision.
  - 4) Illness or injury in the employee's immediate family (see Section 1.08.A).
  - 5) Special cases require approval of the General Manager.
- C. An employee who is ill or injured may be required to take sick leave if, in the opinion of the General Manager, the employee or co-workers are being exposed to the hazard of illness or injury.
- D. Any employee who needs to take advantage of sick leave benefits shall notify his/her supervisor prior to or at the start of the employee's work shift on each day when such benefits are desired, unless he/she has submitted a physician's off work order or have made prior arrangements with his/her immediate supervisor.
- E. No employee is entitled to receive sick leave or benefits from the Agency for any condition arising from or due to employment or business dealings, other than Agency employment, that is undertaken for monetary gain or other consideration.
- F. The Agency reserves the right to investigate any illness or injury or require verification of any illness or injury for which an employee is claiming sick or injury leave benefits, including requiring verification by the employee's attending physician, dentist or other involved medical practitioner. Any sick leave periods for illness or injury which are five (5) or more consecutive days in duration must be accompanied with a fitness for duty verification, dentist or other involved medical practitioner. If reasonable cause exists, the Agency may require verification from the employee's medical practitioner for absences of less than five (5) days.
- G. All employees may accrue sick leave to an unspecified maximum amount and all accumulated accruals may be carried from one anniversary year to the next.
- H. An employee who is recognized under the terms of this section as ill or injured shall use all accrued sick leave and vacation leave to receive compensation for the time that such illness or injury requires the employee to be absent from work (also see Section 9.03.B).

The total amount of compensation that will be paid by the Agency is limited to the value of the sum of the employee's accrued sick leave, vacation leave, floating holiday and executive leave.

- I. Sick leave benefits shall be limited to the accumulated sick leave the employee has accrued by the end of the employee's sick leave period. No sick leave benefit will be paid in advance.
- J. Employees who resign or are laid off from Agency employment after being employed by the Agency for five (5) or more years of continuous regular

employment, shall be compensated for accumulated, unused sick leave as follows:

<u>COMPLETED YEARS OF SERVICE</u>	<u>MAXIMUM REIMBURSABLE HOURS ACCRUABLE</u>	<u>PERCENT PAYABLE</u>
5	320	50%
6	360	50%
7	400	50%
8	440	50%
9	480	50%
10	544	50%
11	608	50%
12	672	50%
13 & 14	736	50%
15 through 19	800	50%
20 & thereafter	850	100%

Employees who are terminated from the Agency for cause, or who resign/retire in lieu of termination (must have been served with letter, from the Agency, of intention to terminate employment) shall not receive this benefit.

- K. When an employee has been continuously employed by the Agency for a minimum of five (5) years, has reached age 55, **AND** retires from the Agency and the California Public Employee's Retirement System (CalPERS), the employee shall be compensated for accumulated, unused sick leave based on the years of service as indicated below.

<u>COMPLETED YEARS OF SERVICE</u>	<u>MAXIMUM REIMBURSABLE HOURS ACCRUABLE</u>	<u>PERCENT PAYABLE</u>
5	320	50%
6	360	50%
7	400	50%
8	440	50%
9	480	50%
10	544	100%
11	608	100%
12	672	100%
13 & 14	736	100%
15 through 19	800	100%
20 & thereafter	850	100%

- L. An employee who is on unpaid status as defined in Section 1.20 shall not accrue sick leave.

#### Section 9.08. - Sick Leave Buy Back

Each November, an employee may, at his/her option, convert up to a maximum of ninety-six (96) hours of accrued sick leave to receive up to a maximum of seventy-two (72) hours cash at his/her current rate of pay; provided that at least four hundred-eighty (480) hours of accrued sick leave remains on the books after the cash out. For each hour cashed out, sick leave accruals shall be reduced by 1 1/3 hours.

- A. Requests for said conversion must be made during pay period twenty-four (24).
- B. Payment will be made to qualified employees on a separate check from payroll on the first pay date in December.
- C. Qualification for sick leave conversion shall be based on accruals as of the end of pay period twenty-four (24).
- D. To receive payment for the buy back of sick leave the individual must be a current employee on the day actual payment is made.

#### Section 9.09. - Bereavement Leave

- A. In the event of a death in the employee's immediate family (Section 1.08.A), the employee shall be granted up to five (5) workdays of paid bereavement leave.
- B. In the event of a death in the employee's extended family (Section 1.08.B), the employee shall be granted up to three (3) workdays of paid bereavement leave.
- C. Members of the Executive Management Group may also be excused by the General Manager to attend the funeral of a deceased Agency employee who was an active employee at the time of death without loss of pay or leave accrual.
- D. Vacation time can be used to attend the funeral of a person not included in the definition of immediate/extended family (see Section 1.08.) or a former Agency employee
- E. All authorized bereavement leave shall be charged against the Agency's bereavement bank.

#### Section 9.10. - Industrial Injury Leave

Any employee who is injured within the scope of employment with the Agency will receive workers' compensation benefits as provided for under the California Labor Code.

#### Section 9.11. - Jury and Court Leave

- A. Jury Leave - Any Executive Management employee who is called or required to serve as a trial juror, witness, or who is a victim of a crime or domestic violence will be excused from work during the period of such service or while present in court as a result of such a call. Any employee on such a call will continue to

receive normal salary for a maximum of one hundred (100) work hours, in any one calendar year provided any and all consideration (except mileage) received for such service is relinquished to the Agency. If the employee receives pay from the court for time served on a day that would have been a scheduled day off for the employee, he/she may retain any compensation paid by the court for that day. Under special circumstances the General Manager, or designated representative(s), may authorize additional paid time if said time will not interfere or become a burden to Agency activities.

- B. Court Leave - Pursuant to Government Code Section 1230.1, an employee who is subpoenaed to appear in court shall be allowed to do so without loss of compensation unless the employee is appearing as a party or an expert witness.

#### Section 9.12. - Military Leave

- A. Military leave is a temporary leave of absence for ordered military training, or for active military duty in the Armed Forces of the United States or its Allies or of the National Guard or the Naval Militia, during a proclamation of war or national emergency by the President of the United States or congress, an order or request of the United Nations that the Armed Forces of the United States serve outside of the United States or their territories, or any national conscription act in effect.
- B. The Agency shall comply with all federal and state laws relative to military leaves.

#### Section 9.13. - Pregnancy, Childbirth & Other Related Medical Conditions Leave

The Agency shall comply with all federal and state laws relative to pregnancy/childbirth leaves.

Any employee, who plans to take a leave of absence pursuant to this section, shall give the Agency reasonable notice of the date such leave shall commence and the estimated duration of such leave.

If the employee requests a temporary transfer to a less strenuous or hazardous position for the duration of the pregnancy, with the written advice of her treating physician, the Agency will grant the request where such transfer can be reasonably accommodated.

#### Section 9.14. - Longevity Leave

Employees shall receive the following paid leave days on the employees' designated anniversary dates:

- 10 years – 18 hours leave
- 15 years – 27 hours leave
- 20 years – 36 hours leave
- 25 years – 45 hours leave
- 30 years – 54 hours leave
- 35 years – 63 hours leave
- 40 years – 72 hours leave

45 years – 81 hours leave  
50 years – 90 hours leave

Longevity leave shall apply only to the employment year indicated and shall not carry over to intermediate years.

#### Section 9.15. - Leave of Absence to Vote

Members of the Executive Management Group who are registered voters may claim necessary time off to vote at elections as follows:

If a member of the Executive Management Group does not have sufficient time outside of working hours (due to Agency requirements) to vote at an election, the employee may, without loss of pay, take off enough working time which, when added to the voting time available outside of working hours, will enable the employee to vote.

No more than two (2) hours of the time taken off for voting shall be without loss of pay. The time off for voting shall be only at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift, unless otherwise mutually agreed.

If the employee on the third working day prior to the day of election, knows or has reason to believe that time off will be necessary to be able to vote on election day, the employee shall give the Agency at least two (2) working days' notice that time off for voting is desired, in accordance with the provisions of this section.

#### Section 9.16. - Payment of Accrued Leave

Upon the death of an active member of the Executive Management Group, all wages earned in addition to all accrued vacation leave, sick leave and/or executive leave shall be paid in accordance with the guidelines set forth in this Personnel Manual which apply to other types of employment separation. Such benefits shall be payable to the employee's beneficiary if designated, or if not, the employee's survivor(s) as follows:

- A. Spouse; or, if none,
- B. Child(ren); or, if none,
- C. Employee's estate.

### **ARTICLE 10 - SEPARATION FROM SERVICE**

#### Section 10.01. - At-Will

The employment status of all Executive Managers shall be "at-will". Such employees may be terminated with or without cause and with or without notice at any time at the option of the Agency except as otherwise provided by law. Said employees shall not be entitled to any progressive disciplinary rights.

## Section 10.02. - Separation From Service

Any Executive Manager of the Agency may be laid off at any time and for any reason in the best interest of the Agency. Executive Management employees being separated shall receive severance package as provided for in the Agency's most current Ordinance Establishing the Employment Status of Designated Classifications. Any severance pay shall be paid at the employee's current rate of pay.

## Section 10.03. - Resignation

An employee who wishes to leave the Agency's employment in good standing should file a written resignation with the General Manager at least two (2) weeks prior to the date of resignation. Once an employee has tendered his/her resignation, he/she shall obtain permission from the CEO before utilizing bereavement, longevity, floating holiday, executive leave or sick leave.

## **ARTICLE 11 - EMPLOYEE CONDUCT**

### Section 11.01. - Peaceful Performance of Duties

Members of the Executive Management group may only participate in labor actions as provided for under State and/or Federal law or as provided for by a court of competent jurisdiction.

### Section 11.02. - Recognition of Boycotts

While on duty no employee shall support, instigate, or honor any boycott impressed on any company, agency, individual or employer which the Agency normally deals with or provides services to.

### Section 11.03. - Outside Employment

Members of the Executive Management Group may not carry on concurrently with their public service any private business or undertaking, attention to which affects the time or quality of their work or which casts discredit upon or creates embarrassment for the Agency. Outside employment must be authorized in writing by the General Manager.

### Section 11.04. - Personal Conduct

All members of the Executive Management Group are required at all times to conduct themselves in such a manner as to reflect no discredit upon the Inland Empire Utilities Agency.

### Section 11.05. - Financial Affairs

All members of the Executive Management Group shall be required to conduct their personal financial affairs in such a manner that creditors and collectors will not have to make use of the Agency offices or employee times for the purpose of collecting legal debts.

## Section 11.06. - Employees Acting as Agents of the Agency

Agency employees, except as listed below, may not under any circumstances, obligate Agency funds. Contracts, purchase orders, leases, rental agreements, change orders, or any other legal document committing the Agency shall only be executed by authorized Agency staff. This includes verbal commitments and/or requests for suppliers to provide materials or services.

In accordance with Agency Ordinance No. 85 or its successor, only the General Manager, or designated representative, are authorized to contractually obligate or commit the Agency.

Employees effecting any procurement commitment(s), without the prior approval from the Manager of Contracts & Procurement may, at the discretion of the General Manager, be held personally liable for any expenses or responsibilities incurred due to the action of that employee.

## **ARTICLE 12 - RULE MAKING AUTHORITY**

### Section 12.01. - General

The General Manager may adopt and administer personnel rules and regulations which are supplementary to and consistent with the terms set forth in this Personnel Manual and the policies of the Agency.

## **ARTICLE 13 - NOTICE**

### Section 13.01. - General

Within ninety (90) working days of the adoption of this Personnel Manual, a copy shall be presented to each Executive Management employee of the Agency and to each newly hired Executive Management employee at the time of appointment.

## **ARTICLE 14 - PURPOSE**

### Section 14.01. - General

The purpose of this Personnel Manual is to provide a reference document for the employees in the Executive Management group that contains the Agency's rules and regulations and benefit provisions.

## **ARTICLE 15 - TERM**

### Section 15.01. - General

This Personnel Manual shall be effective until modified by the Board of Directors.

\*A Municipal Water District