

**INLAND EMPIRE UTILITIES AGENCY\***

**PERSONNEL MANUAL**

**LABORATORY UNIT**

**FOR THE PERIOD OF JULY 1, 2007 THROUGH JUNE 27, 2010**

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**THE INLAND EMPIRE UTILITIES AGENCY\***  
**PERSONNEL MANUAL**  
**LABORATORY UNIT**

**YEARS 2007 - 2010**

The Agency does hereby adopt this Personnel Manual establishing rules, regulations and procedures for employees of the Laboratory Unit.

Provisions of the Manual do not apply to part-time, temporary, contract or intern 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 "Chino Basin Municipal Water District Employer-Employee Relations Resolution".

**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 qualifications for the position.

## Section 1.03. - Anniversary Year

The year 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, or reinstatement, 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.

### 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 one of the above-authorized periods 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 one of the above authorized periods 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 approved by the Agency.

Section 1.06. - Holiday Leave

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

Section 1.07. - Holiday Pay

Pay received by those employees who are required to work on an Agency recognized holiday.

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 three (3) or more consecutive work days, and has not been excused for compensatory time off, vacation leave, floating holiday, sick leave or a leave of absence without pay, shall be considered as having abandoned his/her job. Such employee may be disciplined in accordance with Article 15, Disciplinary Actions and Appeals Procedures.

Section 1.11. - Overtime

Hours worked in excess of forty (40) hours per week, beginning mid-point of the shift on the flex day off and ending one (1) minute prior to the mid-point of the shift on the following flex day. Unscheduled absences shall not count as hours worked in computing overtime.

Section 1.12. - Overtime Pay

A rate equivalent to one and one-half (1½) times the regular hourly rate of an employee's

classification and step position will be paid for authorized work in excess of a forty (40) hour week.

#### Section 1.13. - Personnel Officer

The Chief Executive Officer/General Manager or designated representative of the Agency, or anyone the Chief Executive Officer/General Manager or the Agency Board of Directors may appoint to act on its behalf.

#### Section 1.14. - 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 1.15. - Probationary Employee

##### A. Original Probationary Employee

A person appointed to fill a regular position, but who has not yet completed the probationary period. The probationary period is a trial period in which a new employee is evaluated on the ability to fulfill the skills required by a position and the ability to establish an effective working relationship with co-workers.

##### B. Technical Probationary Employee

A regular employee appointed, through promotion or a lateral transfer, to a classification or position having duties other than the employee's current position.

#### Section 1.16. - Probationary Period

A period considered an integral part of the examination, recruiting, testing and selection process during which an employee is required to demonstrate fitness for the position to which the employee is appointed by actual performance of the duties and responsibilities of the position.

#### Section 1.17. - Promotion

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

#### Section 1.18. - 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 1.19. - Reemployment

The rehiring, other than reinstatement, of an individual who formally worked as an employee of the Agency.

#### Section 1.20. - Regular Employee

An employee who has successfully completed the original probationary period.

Section 1.21. - Reinstatement

The restoration, without competitive examination, of a former regular employee to a classification in which the employee formerly served as a regular, non-probationary employee.

Section 1.22. - Resignation

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

Section 1.23. - Step Advancement

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

Section 1.24. - Temporary Employee

A person employed to meet a short-term need of the Agency. Temporary employees shall not be retained in this status more than six (6) months without the written approval of the Chief Executive Officer/General Manager, or designated representative(s). Temporary employees are not entitled to Agency benefits, or any other provisions stipulated in this Personnel Manual.

Section 1.25. - Termination

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

Section 1.26. - 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 1.27. - 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 1.28. - Workweek

A workweek consists of seven (7) consecutive twenty-four (24) hour periods.

A. Standard and 4/10 Alternative Workweek

A standard and 4/10 alternative workweek means forty (40) hours per week,

beginning at 12:01 a.m. on Sunday and extending to 12:00 a.m. the following Saturday. The Chief Executive Officer/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.

**B. 9/80 Alternative Workweek**

The 9/80 alternative workweek, for purposes of computing overtime, is defined based on flex day off as follows:

**Monday Off:** Beginning at mid-point of the shift on this flex day off (Monday) and ending one (1) minute prior to the mid-point of the shift on the following flex day (Monday).

Example:	<u>Wk</u>	M	T	W	Th	F	Sa	S	M	Total
	1	0	9	9	9	9	0	0	4	= 40
	2	4	9	9	9	9	0	0	0	= 40

**Tuesday Off:** Beginning at mid-point of the shift on this flex day off (Tuesday) and ending one (1) minute prior to the mid-point of the shift on the following flex day (Tuesday).

Example:	<u>Wk</u>	T	W	Th	F	Sa	S	M	T	Total
	1	0	9	9	9	9	0	0	4	= 40
	2	4	9	9	9	9	0	0	0	= 40

**Wednesday Off:** Beginning at mid-point of the shift on this flex day off (Wednesday) and ending one (1) minute prior to the mid-point of the shift on the following flex day (Wednesday).

Example:	<u>Wk</u>	W	Th	F	Sa	S	M	T	W	Total
	1	0	9	9	9	9	0	0	4	= 40
	2	4	9	9	9	9	0	0	0	= 40

**Thursday Off:** Beginning at mid-point of the shift on this flex day off (Thursday) and ending one (1) minute prior to the mid-point of the shift on the following flex day (Thursday).

Example:	<u>Wk</u>	Th	F	Sa	S	M	T	W	Th	Total
	1	0	9	9	9	9	0	0	4	= 40

2 4 9 9 9 9 0 0 0 = 40

Friday Off: Beginning at mid-point of the shift on this flex day off (Friday) and ending one (1) minute prior to the mid-point of the shift on the following flex day (Friday).

Example:	<u>Wk</u>	F	Sa	S	M	T	W	Th	F	Total
	1	0	9	9	9	9	0	0	4	= 40
	2	4	9	9	9	9	0	0	0	= 40

Section 1.29 – Scheduled Work Day

A scheduled work day is an employee's regularly scheduled work day; or, when an employee is notified today, that he/she is scheduled to work tomorrow (normal day off), it is considered advanced notification and a scheduled work day.

Section 1.30 – Unscheduled Work Day

An unscheduled work day is when an employee is notified today (normal day off), that he/she is scheduled to work today's shift, there is no advanced notification and it is determined to be an unscheduled work day.

**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, 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, 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, marital status, sexual orientation or veteran status will not be tolerated. (Refer to Agency Policy A-29 and 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.

#### Section 2.05. – Labor/Management Meetings

Representatives of the Unit and the Agency shall meet informally at the request of either party to discuss matters of mutual interest to each party. The time and place of the meeting shall be selected by representatives involved.

#### Section 2.06 – Savings Clause

If any article or section of this contract shall be held invalid by operation of laws or by any court of competent jurisdiction, the remainder of this contract shall not be affected thereby. In the event that any section is held invalid, the parties agree to immediately enter into negotiations for the purpose of arriving at a mutually satisfactory replacement of the invalidated section or article.

#### Section 2.07 – Zipper Clause

Both parties agree to meet and confer on any matter within the scope of the Meyers-Milias-Brown Act except that all subjects contained herein have been resolved by means of the meet and confer process. Neither party may be compelled by the other to renegotiate any part of the agreement except as listed in the Savings Clause (Section 2.06). Nothing in this section would preclude the parties from mutually agreeing to re-open a section of the contract for the purposes of improving a particular section.

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

#### Section 3.01. - General

Vacancies may be filled by appointment, transfer, demotion, promotion, or by the use of temporary help as deemed in the best interest of the Agency, by the Chief Executive Officer/General Manager.

#### Section 3.02. - Filling of Vacancy

Whenever a vacancy occurs in the Agency's staff or labor force, the Chief Executive Officer/General Manager, or designated representative(s), shall decide by what manner the vacancy is to be filled.

A. Insofar as possible and practical and in keeping with the best interests of the Agency, vacancies may be filled with existing employees of the Agency, subject to the following conditions:

- 1) A current Agency employee submits a completed application form for the vacant position.
- 2) The employee requesting consideration demonstrates or possesses the

experience and/or education and other qualifications that the position requires.

3) An employee scores competitively on examinations, if given.

B. Employees shall be evaluated for promotion or advancement based on criteria, including but not limited to:

1) Overall work performance.

2) Knowledge, training, ability, skill, efficiency and overall job performance.

3) Job-related work experience and education including certificates and degrees.

4) Cooperative working relationships with those contacted in the course of work.

5) Physical and mental ability to perform, with reasonable accommodation (if disabled), the essential functions of the job.

6) Attendance records with the Agency.

7) Seniority with the Agency.

8) Completion of or ongoing participation in TEAMS training.

These criteria shall be evaluated only on the basis of the requirements of the position or classification for which the employee is being considered.

C. Qualified Agency employees may apply for a transfer or promotional position within the Agency.

## **ARTICLE 4 - EMPLOYMENT APPLICATIONS AND APPLICANTS**

### **Section 4.01. - Application Forms**

Employment applications shall be made on forms approved by the Chief Executive Officer/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 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.

### **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, as determined by the Chief Executive Officer/General Manager, or designated representative(s), 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 Chief Executive Officer/General Manager, or designated representative(s). Said applicant will be approved for, or recommended for, employment on the qualifications that the Chief Executive Officer/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 Chief Executive Officer/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 by the Agency's automobile insurance carrier to be uninsurable if the essential functions of the job require the employee to be insured;
- 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 Chief Executive Officer/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 Chief Executive Officer/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 the approval of the Manager of Human Resources or designated representative(s).

C. The Chief Executive Officer/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) Standard Interview Rating Form
- 3) Employment Record
- 4) Periodic Performance Appraisals

D. A separate personnel 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. 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.

F. The Chief Executive Officer/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 to assure said personnel file is current and complete.

G. Disciplinary actions of less than and including a suspension of five (5) days or less will be purged from the employee's personnel file after two (2) years, upon written request of the employee to the Human Services Administrator, if the employee has not been subject to any formal discipline during the two (2) year period.

## **ARTICLE 6 - PROBATIONARY PERIODS**

### **Section 6.01. - Regulations**

A. Generally, original and promotional appointments shall have a probationary period of thirteen (13) pay periods. The Chief Executive Officer/General Manager may in special circumstances, establish an original probationary period of twenty-six (26) pay periods. Said period shall be declared in any offer letter. There are two (2) types of probationary periods:

- 1) Original Probation - as defined in Section 1.15.A of this Personnel Manual.
- 2) Technical Probation - as defined in Section 1.15.B of this Personnel Manual.

B. Upon approval of the Chief Executive Officer/General Manager, or designated representative(s), the probationary period may be extended a maximum of an additional thirteen (13) pay periods.

C. Prior to the completion of either an original or technical probationary period, the probationer's supervisor or the manager of the department in which the employee works, shall prepare a performance appraisal reporting the quality of the required skills, knowledge and ability to successfully perform the job as stated in the probationer's job classification specification. This appraisal shall be reviewed with the probationary employee and a signed copy presented to the Chief Executive Officer/General Manager, or designated representative(s), along with a recommendation to retain the employee, or discharge the employee. In the case of the technical probationer, the employee may be reclassified or returned to the employee's former classification or position as provided for in Section 6.02.B and 6.02.C.

D. In the case of a probationary period of 26 pay periods, employees who have

completed 13 pay periods may use accrued sick, vacation leave and/or floating holiday.

E. The time required for probationary periods shall be extended by any time an employee is on an authorized leave of absence, with or without pay, which exceeds ten (10) calendar days.

#### Section 6.02. - Technical Probation

A. In those cases where multiple changes in classification or position occur within said technical probation period, the maximum technical probation period will be at the discretion of the Chief Executive Officer/General Manager, or designated representative(s).

B. An employee who is promoted shall be subject to a technical probationary period of thirteen (13) pay periods (26 pay periods in the event of a special circumstance) during which time the employee shall demonstrate the ability to function in the new classification. If at any time during the technical probationary period, the employee or the Agency feels the employee is not qualified or suited to said position, the employee may elect or the Agency shall return said employee to the employee's previous classification, provided an opening exists in said classification. An employee, who satisfactorily completes Technical Probation and is on Step 1, shall receive a merit adjustment based on his/her latest performance appraisal.

C. If a vacancy exists in a different classification, said employee may be reclassified at the discretion of the Chief Executive Officer/General Manager, or designated representative(s).

#### Section 6.03. - Dismissal During the Probationary Period

A. During the original probationary period, an employee may be discharged by the Chief Executive Officer/General Manager, or designated representative(s), without cause and without right to appeal. Written notification of the discharge shall be served on the probationary employee by the immediate supervisor and a copy shall be filed with the Chief Executive Officer/General Manager, or designated representative(s).

B. If an opening exists in a different position or classification, the employee may, at the Chief Executive Officer/General Manager's, or designated representative(s), discretion, be offered the position in lieu of termination. The employee will be required to serve another six (6) month probationary period in the new position.

C. The final decision of the above action(s) will be at the sole discretion of the Chief Executive Officer/General Manager, or designated representative(s).

D. Any employee who is discharged during his/her original probationary period shall receive his/her final compensation, including any accrued vacation leave, at the time he/she is terminated.

### **ARTICLE 7 - CLASSIFICATION, COMPENSATION AND PAY PERIOD**

#### Section 7.01. - Classification/Compensation Plan

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

A. A nine step compensation plan to include a listing of internal salary relationships among classifications, and benchmark classifications for purposes of establishing salaries for each classification within the Agency. The compensation plan shall also include salary and/or hourly rate schedules for all classifications.

B. Classification specifications for each job classification utilized for making appointments to all positions within the Agency. Class specifications shall define the principal duties, responsibilities, and minimum qualifications required of each classification. The Chief Executive Officer/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 7.02. - Classification Revision and Reallocation

The initial classification established in the above plan may be amended, combined, or abolished and new classifications set forth by the Chief Executive Officer/General Manager, or designated representative(s). In addition, any position may be reallocated to a different classification by the Chief Executive Officer/General Manager, or designated representative(s), when there is a change in the duties and responsibilities of the position or other sufficient cause. Any non-voluntary reallocation of a position to a different classification shall result in an employee being 'Y' rated into the appropriate pay range for the new position. A demotion is not considered a non-voluntary reallocation of a position to a different classification and is subject to a reduction in pay rate.

#### Section 7.03. - New Positions

Any new position and/or classification that is established shall comply with this Personnel Manual and shall be allocated to the Agency's classification and compensation plans by the Chief Executive Officer/General Manager.

#### Section 7.04. - Reclassification

If an employee believes that his or her duties and responsibilities have changed significantly, the employee may request a classification study of his or her position. Such request must be submitted in writing to the Chief Executive Officer/General Manager, or designated representative(s).

#### Section 7.05. - Compensation

A. Adjustments, if any, to salary ranges of employees covered by this Personnel Manual shall be made as negotiated between the Unit and the Agency and shall become part of this Personnel Manual effective July 1, 2007.

B. Effective July 1, 2007, a Cost of Living Adjustment (COLA) increase of 3% will be

implemented. Effective June 29, 2008, a Cost of Living Adjustment (COLA) increase of 3% will be implemented. Effective June 28, 2009 a Cost of Living Adjustment (COLA) increase of 3% will be implemented.

C. The COLA will be awarded to 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.

D. 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 7.06. - Preparation of Compensation Plan

A nine (9) step compensation plan shall be prepared by the Chief Executive Officer/General Manager, or designated representative(s), to establish the rate of compensation and consideration for all classifications and all positions within said classifications. 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 7.07. - Adoption of Compensation Plan

The Nine 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 Chief Executive Officer/General Manager, or designated representative(s). Such Compensation Plan may only be amended or revised after the parties have met and conferred on any proposed amendments and/or revisions.

#### Section 7.08. - 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 Step "1" of the established salary range for their classification. Variable entrance steps may be established if justified by recruitment needs through Step "9" with the approval of the Chief Executive Officer/General Manager, or designated representative(s).

B. Approval for advancement shall be based upon merit and completion of required length of service in the classification. Step advancements within each salary range shall be in increments of 2½%.

C. Advancement to Step "2" at the completion of a probation period shall be based on performance as provided in Section 7.09.A, and is contingent on completion of thirteen (13) pay periods in Step "1". Except in cases where employees have exhibited superior performance as provided in Section 7.09.B, other advancements shall be based on performance as provided in Section 7.09.A and are contingent upon completion of twenty-six (26) complete pay periods in each step.

D. Thirteen (13) pay periods shall be equal to one thousand forty (1040) regularly scheduled hours worked; and twenty-six (26) pay periods shall be equal to two thousand eighty (2080) regularly scheduled hours worked.

E. The time required for step advancement shall be extended by any time an employee is on an authorized leave of absence with or without pay which exceeds thirty (30) calendar days (See Section 9.01.D).

F. The Chief Executive Officer/General Manager, or designated representative(s), may authorize the adjustment of the salary step or salary 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 salary inequity.

#### Section 7.09. - 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 employee's supervisor shall evaluate the employee's qualifications and if merited, shall recommend advancement. The Chief Executive Officer/General Manager, or designated representative(s), shall have the authority to grant or reject recommended advancements.

B. An employee who receives an overall performance rating of Satisfactory shall be eligible to receive a one (1) step advancement, an employee who receives an overall performance rating of Exceptional shall be eligible to receive a two (2) step advancement, and an employee who receives an overall performance rating of Outstanding shall be eligible to receive a three (3) step advancement. In no instance shall the advancement place the employee higher than Step "9" of his/her salary range. An employee who receives an overall appraisal rating of 'Improvement Required' shall not receive a merit increase until he/she has achieved an overall rating of Satisfactory or better.

C. A Satisfactory or better performance appraisal will not be considered as justification for automatic advancement for employees who pass original or technical probation. Should an employee not be awarded a step advancement upon conclusion of his/her probationary period, he/she shall be eligible for a step advancement upon completion of 26 pay periods in the position.

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 Exceptional or Outstanding performance. The due date of the next merit increase shall be upon completion of 26 pay periods from the date of the early step advancement (and paid in accordance with 7.09F).

F. Merit adjustments shall become effective as follows:

a. 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.

b. 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 7.10. - Denial of Step Advancement/Performance

A. An employees who fails to meet acceptable levels of performance may 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.

B. The employee's performance will be reviewed ninety (90) days after the 'Improvement Required' appraisal was received. An employee who receives an overall appraisal rating of 'Improvement Required' will have his/her merit increase delayed until achieving an overall Satisfactory or better (See Section 9.01.F). After receiving an overall rating of Improvement Required, the employee shall have a maximum of two ninety (90) day evaluations to attain an overall rating of Satisfactory or better, failure to do so shall result in no merit increase being issued until the employee's next annual review period.

C. At such time as the merit increase is warranted, a formal appraisal will be prepared and submitted along with a written recommendation to grant the increase. The next step advancement will be contingent upon the completion of twenty-six (26) complete pay periods from the date the step advancement was granted as well as an acceptable level of performance during that period.

D. At the end of six (6) months, if the employee's performance is still not at an acceptable level, a formal performance appraisal will be prepared along with a written recommendation to extend the performance appraisal period up to a maximum of an additional six (6) months, or discipline the employee in accordance with Article 15 as well as the reasons for the recommendation.

#### Section 7.11. – Non-exempt Employees

Employees in non-exempt positions that are compensated on an hourly basis are designated as non-exempt employees.

#### Section 7.12. - Authority of Chief Executive Officer/General Manager

The Chief Executive Officer/General Manager, or designated representative(s), is hereby authorized to employ personnel to fill openings allocated by the Board of Directors within the classified and non-exempt classifications. Within a classification, the Chief Executive Officer/General Manager, or designated representative(s), shall have the authority to practice discretion in assigning the position in which the employee shall be employed. Additionally, he/she is authorized to establish new classifications provided that the number of authorized positions does not exceed the total number of positions authorized by the Board of Directors. The Chief Executive Officer/General Manager, or designated representative(s), is further empowered to promote, demote or transfer employees from one position to another and from one classification to

another provided there is a vacancy in a classification allocated by the Board of Directors or established by the Chief Executive Officer/General Manager.

#### Section 7.13. - Overtime Compensation

- A. An employee who is required by the nature of his or her position or by emergency situations to **work** in excess of forty (40) hours during his/her standard work schedule shall be paid overtime at one and one-half (1½) times the employee's standard rate of pay. Sick leave, and/or bereavement leave shall not count as hours worked in computing overtime; however, vacation, compensatory time and/or holiday time that fall within the employee's regular shift shall count as hours worked. Shift differential shall apply to overtime pay if it is an employee's regularly scheduled shift.
- B. The Chief Executive Officer/General Manager, or designated representative(s), is authorized to determine the circumstances where overtime pay is justified in rare and unusual circumstances.
- C. A non-exempt employee who works overtime during the period of time that a shift differential is paid, shall receive the differential when working overtime. For the purpose of such computation, the shift differential shall be added to the employee's standard hourly rate before the hourly rate is multiplied by one and one-half (1 ½)

#### Section 7.14. - Acting Pay

Any employee performing the duties of a higher job classification, in excess of thirty (30) calendar days, shall be designated as "Acting." An employee who is designated as acting shall receive a minimum increase of two (2) steps (approximately 5%) 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 Chief Executive Officer/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 pay periods.
- C. Unit members shall begin receiving 'Acting Pay' the second pay period of acting status (i.e., if an employee begins a acting assignment any time during a pay period, he/she shall then begin receiving 'Acting Pay' in the next and subsequent pay periods for the duration of the acting assignment).
- D. An employee shall receive acting pay for a maximum of twenty-six (26) consecutive pay periods. Under special circumstances, the Chief Executive Officer/General Manager, or designated representative(s), may authorize an extension not to exceed an additional thirteen (13) consecutive pay periods.

E. 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 completion of acting status. Accordingly, if the new spread between his/her new normal rate and the acting rate of pay becomes less than two (2) steps (approximately five percent (5%)) the employee shall receive a corresponding increase in acting pay, not to exceed Step "9" of the acting salary. The employee's merit review date shall not be affected by acting status unless they are appointed to the position in which they were 'acting'. If such, their review date shall be adjusted to coincide with the date they started in the 'acting' position or as provided for in Section 7.14.F.

F. If an employee who is receiving acting pay is promoted to permanently fill the position in which he/she is acting, the date from which the employee began receiving acting pay shall be credited to the employee's total time worked in the position. Following the promotion, the employee's merit increase will be awarded at the conclusion of the technical probationary period, or upon the completion of working twelve (12) months in the position (including all time he/she was receiving acting pay). All subsequent merit increases will be awarded upon completion of twenty-six (26) complete pay periods in each step.

#### Section 7.15. - Compensatory Time

A. Compensatory time, in lieu of monetary overtime compensation, shall be provided, at the discretion of the employee, to regular and probationary employees, at a rate of not less than one and one-half (1 ½) hours of compensatory time for each hour of overtime worked to be taken as paid time off. Selection of compensatory time vs. overtime pay shall be made by the employee at the time he/she submits his/her timesheet.

B. All regular and probationary employees may accrue up to a maximum of forty (40) hours of compensatory time each calendar year. All compensatory time accrued, but not yet taken as paid time off, (as of pay period twenty-six (26) of the current calendar year), shall be paid to the employee, at his/her current rate of pay in pay period three, or it may be carried over into the new calendar year, not to exceed forty (40) hours, at the discretion of the employee. The forty (40) hour maximum will limit the amount of compensatory time that can be earned in one (1) calendar year. Employees using any part of the forty (40) hour bank may not add any additional compensatory time to the bank in order to bring the total back to forty (40) hours in the same calendar year. Once an employee has earned forty (40) hours of compensatory time in one (1) calendar year, payroll will pay the employee time and a half for the hours worked even if the employee has marked compensatory time on his/her time sheet.

C. In the event an employee is promoted/transferred from a non-exempt position, in which he/she was eligible for compensatory time, to an exempt position, the employee shall be paid for all compensatory time on the books at the employee's hourly rate of pay as of the end of the last pay period that the employee worked as a non-exempt employee.

D. The usage of compensatory time shall be approved in advance by the employee's manager and/or supervisor. Compensatory time may be denied by supervisory staff and/or management without right to appeal. Compensatory time that is denied will be paid out at

a rate of one and a half (1 ½) times the employee's normal rate of pay.

#### Section 7.16. - Shift Differential Pay

Shift differential shall be paid at the rate of 5% to employees who work during the hours of 2100 and 0400. The differential shall apply to all continued hours worked during 2100 and 0400 and shall cease when the employee's regular shift begins.

#### Section 7.17. - Emergency/Callback Duty

Whenever an off-duty employee who is eligible for overtime pay is required to return to duty, said employee shall be entitled to not less than two (2) hours of pay computed at the employee's normal rate of pay or two (2) hours of pay computed at the employee's overtime rate if said return to duty exceeds the employee's normal work schedule and otherwise qualifies as overtime. This pay shall include any applicable shift differential rate (as specified in Section 7.16). Employees who remain on duty for a time period that exceeds their normal work schedule shall not be paid such two (2) hours minimum.

#### Section 7.18. - Standby Compensation

If an employee is assigned to standby, such employee must be reachable and available to respond. An employee who fails to respond to a call when assigned to standby shall waive his/her right to receive standby compensation and may be subject to disciplinary action.

#### Section 7.19. - 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 work day 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 7.20 - 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 proceeding Thursday. At Thanksgiving, and when Christmas falls on a Thursday, the payroll will be distributed on the proceeding Wednesday.

#### Section 7.21. - Reduction in Pay

If an employee reports to work unprepared (i.e., not appropriately attired in uniform) after his/her shift is scheduled to commence, without prior approval, the employee's supervisor may reduce the employee's pay for each one-tenth (1/10<sup>th</sup>) of an hour that the employee is tardy. The tenth of the hour shall be rounded up at the six (6) minute point. (Examples: employee arrives five (5) minutes late for work--pay is reduced by one-tenth (1/10<sup>th</sup>) of an hour (6 minutes). Employee arrives twenty-three (23) minutes late for work--pay is reduced by four tenths (4/10<sup>th</sup>) of an hour (24 minutes).

For compelling reasons, the supervisor may approve the use of accrued vacation leave for lost time, and may require verification of reason for absence from work; otherwise, the employee shall not be permitted to use any other paid accrued leave in order to receive compensation for the lost time.

#### Section 7.22. - Promotional Compensation

An employee who is promoted from one classification to a higher classification shall receive a minimum salary increase of two (2) steps more than his/her current rate of pay, or shall be placed on Step "1" of the range established for his/her new position, whichever higher; however, the employee's salary shall not exceed Step 9" of the new salary range.

#### Section 7.23. – Direct Deposits

All new employees in the Laboratory Unit hired after July 1, 2001 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 pay periods while an employee changes financial institutions, or final (retirement/resignation/terminations) payrolls.

#### Section 7.24 – Timesheets

Each employee shall complete a biweekly timesheet. All timesheets are to be filled out in ink and shall not contain any changes/whiteouts that have not been initialed by the employee.

### **ARTICLE 8 - BENEFITS**

#### Section 8.01. - Medical Benefits/Life Insurance Plans

A. The Agency shall pay an amount equal to one hundred percent (100%) of the Employee & 1 dependent Kaiser health benefit for the region in which he/she is enrolled to an employee who is enrolled as Employee & 1 dependent. The Agency shall pay an amount equal to ninety-five percent (95%) of the Employee & 2+ dependents (Family), Kaiser health benefit for the region in which he/she is enrolled to an employee who is enrolled as Employee & 2+ dependents (Family).

Commencing July 1, 2007, employees who purchase employee only health insurance, or do not purchase Agency provided health insurance, shall receive \$625 per month.

Commencing June 29, 2008, employees who purchase employee only health insurance, or do not purchase Agency provided health insurance, shall receive \$650 per month.

Commencing June 28, 2009, employees who purchase employee only health insurance, or do not purchase Agency provided health insurance, shall receive \$675 per month.

- 1) 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 1.27, 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).
  - 3) Except as provided for in Section 8.01.A.(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.
  - 4) An Agency-paid \$50,000 life insurance policy is provided to each Unit 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.
- B.
- 1) Each employee hired on or after January 1, 1992, and who simultaneously retires from the Agency and CalPERS, who does not meet the requirements of number 3, 4 or 5 of this section, will receive health benefits under the Public Employees' Medical and Hospital Care Act in an amount up to a maximum of one hundred eleven dollars and forty-one cents (\$111.41) per month, plus administrative costs.
  - 2) Each employee hired on or after July 1, 1980, and prior to January 1, 1992, and who simultaneously retires from the Agency and CalPERS, who does not meet the requirements of number 3, 4 or 5 of this section, will receive health benefits under the Public Employees' Medical and Hospital Care Act in an amount up to a maximum of one hundred eleven dollars and forty-one cents (\$111.41) per month, plus administrative costs.

- 3) Each employee hired on or prior to July 1, 1980 and who simultaneously retires from the Agency and CalPERS, who is a minimum age of fifty-five (55), with a minimum of fifteen (15) years Agency service, and/or eligible dependents, will receive health benefits under the Public Employees' Medical and Hospital Care Act in an amount equal to 100 percent (100%) of the cost of the applicable Kaiser rate for the region in which the retiree resides plus administrative costs.
- 4) Each employee hired on or after July 1, 1980, through December 31, 1991, and who simultaneously retires from the Agency and CalPERS, who is a minimum age of fifty-five (55), with a minimum of twenty (20) years Agency service, and/or eligible dependents, will receive health benefits under the Public Employees' Medical and Hospital Care Act in an amount equal to fifty percent (50%) of the cost of the applicable Kaiser rate for the region in which the retiree resides, plus administrative costs.
- 5) Each employee retiring after July 4, 2004, and who simultaneously retires from the Agency and CalPERS, who is a minimum age of fifty-five (55), with a minimum of twelve (12) years Agency service and does not meet the requirements of number 3 or 4 of this section, will receive health benefits under the Public Employees' Medical and Hospital Care Act in an amount equal to fifty percent (50%) of the cost of the applicable Kaiser rate for the region in which the retiree resides, plus administrative costs for single party for the employee or surviving spouse.
- 6) Payment for the basic retiree health insurance benefit of \$111.41 shall be made directly to CalPERS for the benefit of the retiree each month. Any amount due to the retiree in excess of the basic benefit shall be reimbursed on a monthly basis via direct deposit into the retiree's or surviving spouse's bank account.
- 7) Each employee retiring 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. Existing retiree health benefits will remain unchanged.

#### Section 8.02. - Retirement Plan

- A. Each probationary and regular employee of the Agency shall participate with the Agency in a retirement plan under the California Public Employees' Retirement System (CalPERS) and be subject to such terms and conditions as the Agency, in its sole discretion, may contract with that system.
- B. The Agency will make the employees retirement contribution to CalPERS on behalf of the employee. 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). 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 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 #97-3-1 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. Effective July 1, 2008, the Agency shall contract with CalPERS for the 2.5% @ 55 Benefit Formula (Section 21354.4).

#### Section 8.03. - Long-Term Disability

All regular employees of the Agency are covered under an Agency paid 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 with the Agency. The Agency may elect to self-insure the plan.

#### Section 8.04. - State Disability Insurance Programs

A. 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 – 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 8.05. - Uniforms

Employees in authorized classifications shall be provided with uniforms.

#### Section 8.06. - Safety Shoes

Employees in authorized classifications, as established in the Safety Manual shall be required to wear appropriate safety shoes. Payment and/or reimbursement for safety shoes shall be processed in accordance with the Safety Shoe Policy contained in the Agency's Safety Manual.

#### Section 8.07. - Mileage Reimbursement

A. The Agency shall pay all employees mileage reimbursement in the amount established by the Internal Revenue Service. The employee shall submit a check request to receive reimbursement for mileage costs.

B. Call-Backs. Employees who are called back to work pursuant to the call-back provision shall be paid mileage as provided below:

- 1) If the employee stays to work a scheduled shift after the call-back, mileage reimbursement shall not be paid.
- 2) If the employee returns home after completion of the call-back, round-trip mileage reimbursement shall be paid.
- 3) An employee may decline this mileage reimbursement.
- 4) This provision does not apply to employees on an extended shift; i.e., called early for normal shift or required to stay longer than a normal shift.

#### Section 8.08. - Professional Memberships

The Agency will reimburse each employee up to a maximum of two hundred seventy five dollars (\$275.00) 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. Professional memberships are only payable after the employee has satisfactorily completed his/her original probationary period. Upon successful completion of his/her original probation, an employee may request retro-active reimbursement for memberships obtained during his/her original probation up to the maximum allowable amount per fiscal year.

#### Section 8.09 – Safety Glasses

Each member of the Unit shall be provided one pair of safety glasses each fiscal year. Employees who require prescription lenses in his/her safety glasses will be provided one pair of prescription lenses with frames each even year (i.e., 2008, 2010, etc.) and one set of prescription lenses each odd year (i.e., 2007, 2009, etc.).

Safety glasses must be maintained in complete compliance with the Agency's Safety Manual and applicable Federal and State laws. Prescription lenses and the required safety frames may be purchased through an Agency approved vendor or a vendor of the employee's choice. Payment shall be on a reimbursement basis, not to exceed two hundred fifty dollars (\$250), including taxes and/or other fees per fiscal year. In instances where said safety glasses are damaged as a result of other than normal wear and tear associated with the employee's responsibilities at the Agency, the safety glasses may be replaced with prior approval from the employee's Department Manager.

#### Section 8.10. – Educational Reimbursement

The Agency agrees to reimburse unit members for educational expenses in accordance with Agency Policy No. A-39 (Reimbursement for Educational Expenses Related to an Employee's Current Job Classification) provided that said reimbursement does not exceed a maximum of \$2000 per fiscal year. Educational programs shall be submitted to the Department Manager, or designated representative(s), for approval.

### **ARTICLE 9 - PERFORMANCE APPRAISALS**

#### Section 9.01. - General

The procedures for performance appraisals are set forth as follows:

- A. Each employee will be reviewed by his or 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 abilities and attitudes with the employee. 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 regular employees shall have a performance appraisal review once a year, to be conducted at the employee's salary review date. Once the employee reaches Step 9 of the salary grade table or is Y-rated, said review shall occur every twelve months from the anniversary of his/her last merit review date unless said employee receives an overall Improvement Required (See Section 9.01.F).
- D. The due date for a performance appraisal shall be extended by the number of days the employee is actually out on an authorized leave of absence, with or without pay, that exceeds thirty (30) continuous calendar days (i.e., the employee is off for 31+ days, the date of the appraisal/merit is advanced the number of calendar days the employee is actually out, including the first thirty (30) days). If the employee is off thirty (30) days or less, no adjustment is made.
- E. In cases where no performance appraisal is filed, the employee should contact the Manager of Human Resources.

F. All employees who receive an overall appraisal rating of Improvement Required shall be reviewed ninety (90) days after the Improvement Required appraisal was received by the employee. If the employee's performance appraisal has returned to a Satisfactory rating at the first ninety (90) day review period after an Improvement Required rating has been issued, the employee may be awarded a one (1) step merit increase.

#### Section 9.02. - Duty of Departments

It is the duty of the Supervisor 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 9.03. - 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 9.04. - Grievance of Performance Appraisal

Any dispute arising out of the content of a performance appraisal may be processed in accordance with the Grievance Procedure up to the level of the Chief Executive Officer/General Manager.

#### Section 9.05. - Demotions

A. If, in the opinion of an employee's supervisor, the employee is unable to perform duties and responsibilities which are within the requirements of his or her position, the supervisor may recommend a demotion without following the progressive discipline steps. The Chief Executive Officer/General Manager, or designated representative(s), shall have the authority to act on such recommendations and accept or reject such a demotion in the best interest of the Agency.

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. If an employee who is to be demoted has achieved regular status in his or her present position, such status shall be maintained after demotion. When demoted the regular employee's salary shall be adjusted to the salary range of his/her new position, representing a two step salary reduction or step 9, whichever is lower.

D. Any demotion to prevent layoff may be reversed when the employee's previous position is reopened. In the case of preventing a lay-off, employee being demoted will accept pay rate of new position.

E. An employee who is to be demoted shall be given at least two (2) weeks written notice prior to demotion and shall be advised of his/her Skelly Rights.

F. Initial salary placement and future step advancement dates upon demotion from

technical probation is as follows:

- 1) The employee will be placed on the same range and step for the classification as the employee was on prior to the time the employee was promoted.
- 2) The employee will be eligible for the next step advancement on the anniversary date of the original position prior to being promoted.

## **ARTICLE 10 - LEAVES OF ABSENCE**

### Section 10.01. - Pre-approved Leaves of Absence

Pre-approved leaves of absence are leaves granted by the Chief Executive Officer/General Manager, or designated representative(s), 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 Chief Executive Officer/General Manager, or designated representative(s). The Agency in granting leaves of absence shall treat alike all participants in similar circumstances.

### Section 10.02. - Leave of Absence With Pay

- A. Any supervisor may authorize leave to any employee within the supervisor's department. This includes granting vacation, bereavement, court leave, sick leave or any other leave within the terms of this Personnel Manual, except unpaid leaves of absence.
- B. The authority for granting unpaid leaves or non-routine leaves with pay is at the sole discretion of the Chief Executive Officer/General Manager, or designated representative(s).

### Section 10.03. - Leave of Absence Without Pay

- A. The Chief Executive Officer/General Manager, or designated representative(s), 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 Chief Executive Officer/General Manager, or designated representative(s), 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, and he/she has obtained the prior approval of the Chief Executive Officer/General Manager, or designated representative(s).
- 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 Chief Executive Officer/General Manager, or designated representative(s).

#### Section 10.04. - Holidays

Subject to the conditions specified in this Section, the Agency designates the holidays specified as follows:

<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 Holiday	Employee's Choice (prior approval required)	7 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 the following:

- 1) Appointees whose first day of work would have fallen on the holiday.
- 2) Employees scheduled for a normal shift to operate Agency facilities on a holiday shall be paid two and one-half (2½) times their normal rate of pay for all hours worked. If the day of the observed holiday is different from the day of the actual holiday, only those employees working on the day of the actual holiday shall be entitled to this premium pay. Employees shall be paid this premium pay for hours worked beginning at 11:00 p.m. (2300 hrs.) on the evening before the actual holiday and ending at 1:00 a.m. (0100 hrs.) the morning following the actual holiday. This premium pay

shall be paid to employees for a maximum of one shift, unless an employee is requested to work overtime by his/her supervisor. The employee must work the entire scheduled work day before and after the holiday or be in approved pay status the entire scheduled day before or after the holiday (i.e., vacation, compensatory time off) in order to receive this holiday premium pay. Unscheduled absences and sick leave shall not count as time worked on the day before and after the holiday. See Sections 1.29 and 1.30 for definitions of scheduled and unscheduled workdays.

C. The employee must work the entire scheduled work day before and after the holiday or be in approved pay status the entire scheduled day before and after the holiday (i.e., vacation, compensatory time off) in order to receive pay for holiday leave, or holiday premium pay if the employee works on the day of the actual holiday. Unscheduled absences and sick leave shall not count as time worked on the day before and after the holiday. In the event that the day before or after the holiday is the employee's regular flex day, the unscheduled absences and sick leave taken on the day before or after the flex day shall not count as time worked on the day before and after the holiday (e.g., The July 4<sup>th</sup> holiday is Thursday and the employee's flex day is Friday, the employee must be in an approved paid status on Wednesday and Monday to receive the holiday pay). See Sections 1.29 and 1.30 for definitions of scheduled and unscheduled workdays.

D. If an employee is scheduled to work the day of the actual holiday, and the employee fails to work any portion or all of the holiday due to illness/injury, and has not provided at least forty-eight (48) hours prior notice, such employee shall not be paid holiday pay for the work time missed. See Sections 1.29 and 1.30 for definitions of scheduled and unscheduled workdays.

E. For the purposes of holiday compensation, a day shall equal the number of hours that the employee customarily would have worked if not for the holiday.

F. Employees who do not actually work on the recognized holiday, may either receive compensation equal to eight, nine, or ten hours of straight time (depending on the employee's regular work schedule), or eight, nine, or ten hours of vacation accrual, at the employee's option.

G. Employees who work on a recognized holiday may receive compensation equal to double time and a half for all hours worked or may convert Holiday Premium (overtime hours) worked to vacation accrual at time and a half at the employee's option.

H. Working assignments on holidays will be voluntary unless no qualified volunteers are forth coming, at which time holiday assignments will be made at the Agency's discretion. If no volunteers are forth coming, two weeks notice will be provided to those employees assigned to work the holiday.

I. An employee whose regularly scheduled flex day off falls on the actual holiday who does not work due to the flex/holiday may receive either compensation or an increase in his/her vacation accrual equal to nine (9) hours.

J. Floating holidays will be credited to each employee during pay period 14 of each year. Floating holidays cannot be used during the Original Probationary period or during the first six (6) months of employment in the event of a one (1) year original probation and must be used by the end of pay period 13 or any remaining time will be forfeited. Prior approval to take floating holiday must be obtained from the employee's manager. In cases where an employee must forfeit his/her floating holiday time 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 conclusion of pay period 13. The amount of floating holiday credited to employees hired or promoted after pay period 14 of each year shall be pro-rated based on the number of pay periods remaining in the fiscal year. Every effort will be made to allow those Laboratory Unit employees desiring Veteran's Day off the use of one floating holiday on Veteran's Day (November 11). Once an employee has tendered his/her resignation, he/she shall not be permitted to utilize floating holiday. Unused floating holiday time shall not be paid out upon separation from employment.

K. A one hundred and twenty-five dollar (\$125) differential (per holiday), in addition to holiday pay, will be paid to each Laboratory employee who actually works on any of the following holidays: Thanksgiving Day, Christmas Day, and/or New Years.

#### Section 10.05. - Vacation Leave

All regular and probationary employees shall accrue vacation leave time, but may not use the accrued leave during the same pay period in which said leave is accrued. All original probationary employees shall accrue vacation leave but will not be able to use the accrued leave until completion of the original probationary period or completion of first six (6) months of employment in the event of a one (1) year original probation. In case of a family emergency, an employee on original probation shall be permitted to utilize accrued vacation leave. Vacation leave is computed and administered as follows:

A. All employees shall be entitled to accrue vacation leave with pay as follows:

<u>Duration of Continuous Regular Employment</u>	<u>Hours Accrued per Pay Period</u>
During 1st through 60th month	3.077
During 61st through 72nd month	3.692
During 73rd through 84th month	4.308
During 85th through 108th month	4.923
During 109th through 239th month	6.154
During 240th month and thereafter	7.692

B. The maximum accrual of vacation leave time that may be accumulated without approval by the Chief Executive Officer/General Manager shall be as follows:

- 1) During the 1st through the 60th month of employment (vacation accrual = 80 hours per year), the maximum amount of vacation that may be accumulated shall be 160 hours.
- 2) During the 61st through the 72nd month of employment (vacation accrual =

96 hours per year), the maximum amount of vacation that may be accumulated shall be 192 hours.

- 3) During the 73rd through the 84th month of employment (vacation accrual = 112 hours per year), the maximum amount of vacation that may be accumulated shall be 224 hours.
- 4) During the 85th through the 108th month of employment (vacation accrual = 128 hours per year), the maximum amount of vacation that may be accumulated shall be 256 hours.
- 5) During the 109th month and through the 239<sup>th</sup> month of employment (vacation accrual = 160 hours per year), the maximum amount of vacation that may be accumulated shall be 360 hours.
- 6) During the 240th month and thereafter of employment (vacation accrual = 200 hours per year), the maximum amount of vacation that may be accumulated shall be 400 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 or her current anniversary year must be approved in writing by the Chief Executive Officer/General Manager, or designated representative(s), 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 Chief Executive Officer/General Manager, or designated representative(s).

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, upon approval of the Board of Directors, 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 with no consideration for any shift differential pay.

I. Vacation leave shall be pre-approved by the employee's supervisor. The employee's wishes shall be considered in evaluating leave requests; however, the Agency's needs shall take precedence.

J. All regular and probationary 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 separation.

K. An employee who is on Unpaid Status, as defined in Section 1.27, shall not accrue vacation leave.

L. Should an employee become ill or injured while on vacation leave, the employee shall be entitled to use sick leave upon approval of the employee's supervisor. 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 leave benefits.

M. Vacation Leave Cash Out. During pay period six (6) of each year or as approved by the Chief Executive Officer/General Manager, an employee may, at his/her option, request to convert up to a maximum of eighty percent (80%) 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 twenty percent (20%) of his/her respective annual vacation leave accrual during the previous twelve (12) month period.

- 1) It is the employee's responsibility to track his/her own accruals and make a written request for said conversion during pay period six (6) or as approved by the Chief Executive Officer/General Manager. A payroll stuffer will be sent out to all employees during pay period five (5) or as approved by the Chief Executive Officer/General Manager reminding employees of this option.
- 2) Payment shall be made to qualified employees during pay period eight (8) or as approved by the Chief Executive Officer/General Manager.
- 3) Qualification for vacation leave accrual cash out shall be based on accruals as of the end of pay period five (5) or as approved by the Chief Executive Officer/General Manager.
- 4) Cashing out of 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 pay period five (5).

#### Section 10.06. - Sick Leave

All regular employees shall accrue sick leave time, but may not use the accrued leave during the same pay period in which said leave is accrued. All original probationary employees shall accrue sick leave time; however, such employees will not be able to use the accrued leave until completion of the original probationary period or first six (6) months in the event of a one (1) year original probation period, except in emergency situations when approved in writing by the Chief Executive Officer/General Manager, or designated representative(s). Should an employee fail to complete the original probationary period, any advance of sick leave shall be deducted from the employee's final pay.

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 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 regular and probationary 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. Regular 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) To care for individuals who permanently reside in the employee's residence. The use of sick leave for this purpose shall not activate any other benefit(s) related to sick leave or medical benefits.
- 6) Special cases require approval of the Chief Executive Officer/General Manager, or designated representative(s).

C. An employee who is ill or injured may be required to take sick leave if, in the opinion of the employee's supervisor, 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 or her supervisor prior to or at the start of the employee's work shift on each day (unless he/she has submitted a physician's off work order, or made prior arrangements with his/her immediate supervisor) when such benefits are desired. Failure to comply with this requirement may result in loss of benefits for the work shift in which proper notification was not provided.

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

three (3) or more consecutive work days in duration must be accompanied with a fitness for duty verification by the employee's physician, dentist or other involved medical practitioner. If reasonable cause exists, and with the approval of the Manager of Human Resources or his/her designated representatives(s), the Agency may require verification from the employee's medical practitioner for absences of less than three (3) days.

G. All regular and probationary 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 10.03B).

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 and vacation 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 one (1) or more years of continuous regular employment, shall be compensated for accumulated, unused sick leave as follows:

<u>YEARS</u>	<u>MAXIMUM REIMBURSABLE HOURS ACCRUABLE</u>	<u>PERCENT PAYABLE</u>
1-5	320	25%
6	360	25%
7	400	25%
8	440	25%
9	480	25%
10	544	25%
11	608	25%
12	672	25%
13 & thereafter	736	35%

Employees who are terminated from the Agency for cause, or who resign/retire in lieu of termination (must have been served with letter from 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 Employees 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	75%
10	544	75%
11	608	75%
12	672	100%
13 & 14	736	100%
15 through 19	770	100%
20 and thereafter	850	100%

L. An employee who is on Unpaid Status as defined in Section 1.27 shall not accrue sick leave.

#### Section 10.07. - 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 ninety-six (96) hours of accrued sick leave remain on the books after the cash out. For each hour cashed out, sick leave accruals shall be reduced by 1.25 hours.

A. Requests for said conversion must be made during the first pay period in November.

B. Payment shall be made between pay period 25 and 26 and combined with the safety shoe allowance, when applicable, on a separate check for payroll

C. Qualification for sick leave conversion shall be based on accruals as of the first pay period in November.

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 10.08. - Bereavement Leave

A. In the event of a death in the employee's immediate family (See Section 1.08.A), the employee shall be granted up to five (5) work days paid bereavement leave.

B. In the event of a death in the employee's extended family (see Section 1.08.B), the employee shall be granted up to three (3) work days of paid bereavement leave to attend funeral or related services.

C. All authorized bereavement leave shall be charged against the Agency's

bereavement bank.

D. Agency employees may also be excused by immediate supervisors to attend the funeral of a deceased Agency employee who was an active employee at the time of death, without loss of pay.

E. 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.

#### Section 10.09. - 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 10.10. - Jury and Court Leave

A. Any 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 Chief Executive Officer/General Manager, or designated representative(s), may authorize additional paid time if said time will not interfere or become a burden to Agency activities.

Upon return from court duty, the employee shall present a certificate of service to his or her supervisor. If the employee is excused by the court at least three (3) hours prior to the end of his/her shift, the employee shall be required to report to work.

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

#### Section 10.11. - Personal Leave

Personal leave shall be used in accordance with the Rules set forth in this Personnel Manual and shall be charged, at the Agency's discretion, against vacation, floating holiday, or compensatory time the employee has accrued. Accrued sick leave may be used as paid personal leave for reasons indicated in A and C below in accordance with Sections 10.06 and 10.08. Additional leave may be authorized by the Chief Executive Officer/General Manager, or designated representative(s), without pay. The Chief Executive Officer/General Manager, or designated representative(s), may require adequate proof of the need for personal leave.

A. Illness or injury in the employee's immediate family (see Section 1.08.A and Section 10.06).

- B. Court appearance when required to be present (see Section 10.10).
- C. Bereavement leave (see Section 10.08).
- D. Any other personal need when approved by the Chief Executive Officer/General Manager, or designated representative(s).

#### Section 10.12. - 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 10.13. - Pregnancy, Childbirth & Other Related Medical Conditions Leave

The Agency shall comply with all federal and state laws relative to pregnancy disability leave.

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 10.14. - Longevity Leave

Employees shall receive the following paid leave hours 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 10.15. - Leave of Absence to Vote

Employees who are registered voters may claim necessary time off to vote at elections as follows:

If an employee does not have sufficient time outside of working hours 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 10.16. - Payment of Accrued Leave

Upon the death of an active employee, all wages earned in addition to all accrued vacation leave, sick leave and/or compensatory time 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 11 - SEPARATION FROM SERVICE**

#### Section 11.01. - Layoff

- A. The following procedures shall be followed for any proposed layoff for the Unit.
  - 1) The Agency will meet and confer regarding the impact of any proposed layoff.
  - 2) If layoffs are put into place, they will be effected by reverse seniority order (last hired, first laid off) by Unit.
  - 3) Seniority is defined as time since the original hire date with the Agency by Unit.
  - 4) If a more senior employee is targeted for layoff, he/she may bump a less senior employee so long as he/she is qualified for the position being bumped to.
  - 5) If an employee is separated from the Agency because of layoff, he/she

shall have first rights of rehire for a period of three hundred sixty-five (365) calendar days to any position for which he/she is qualified for. If the employee fails to respond within fourteen (14) calendar days to a certified notice of rehire, he/she shall be deemed to have waived this right of rehire.

B. Employees being laid-off shall receive four (4) weeks (20 working days) notice and shall receive two (2) days of severance pay for every complete year of service for the Agency, up to a maximum of four (4) weeks. Severance pay shall be paid at the employee's current rate of pay.

#### Section 11.02. - Resignation

An employee who wishes to leave the Agency's employment in good standing should file a written resignation with his or her supervisor at least two (2) weeks prior to the date of resignation. Once an employee has tendered his/her resignation, he/she shall not be eligible to utilize bereavement, floating holiday, longevity, or sick leave. Resignations may be withdrawn by the employee up to two (2) business days after they are first submitted. After the two (2) business day period, a resignation may not be rescinded by the employee without the approval of the Chief Executive Officer/General Manager. Should an employee who rescinds his/her resignation later resign, he/she shall not be permitted to withdraw future resignations.

### **ARTICLE 12 - TRAINING PROGRAMS**

#### Section 12.01. - Certification and Licensing

The Agency agrees to reimburse unit members for certification and licensing expenses in accordance with Agency Policy No. A-70 (Certification and Licensing). An annual incentive of \$250 will be awarded for a CWEA Lab Grade I, \$500 for a CWEA Lab Grade II, \$750 for a CWEA Lab Grade III, and \$1000 for a CWEA Lab Grade IV.

### **ARTICLE 13 - EMPLOYEE CONDUCT**

#### Section 13.01. - Peaceful Performance of Duties

Members of the Unit 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 13.02. - 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 13.03. - Outside Employment

Full-time Agency employees 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 supervisor and the Chief Executive Officer/General Manager, or

designated representative(s).

#### Section 13.04. - Personal Conduct

Employees are required at all times to conduct themselves in such a manner as to reflect no discredit upon Inland Empire Utilities Agency.

#### Section 13.05. - Financial Affairs

Employees 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 13.06. - Employees Acting as Agents of the Agency

Any employee who is required by the duties assigned to his or her position to act as an agent of the Agency shall not be empowered or authorized to bind the Agency to any expressed or implied contract. Any contract or offers that an agent of the Agency negotiates with a third party shall be subject to ratification by the Agency prior to acceptance. Any commitments made by an agent of the Agency shall be approved by the Agency prior to being consummated.

### **ARTICLE 14 - GRIEVANCE PROCEDURE**

#### Section 14.01. - General

- A. A grievance is an alleged violation, misinterpretation, inequitable application or noncompliance of Agency ordinances, resolutions, rules, regulations or policies of a non-disciplinary nature. Refer to Article 15, Disciplinary Actions and Appeals Procedures, for disciplinary appeals.
- B. No punitive action will be assessed against an employee for utilizing the grievance procedure.
- C. An employee may select another person as his/her representative to assist the employee in processing a grievance at any step in the grievance procedure.
- D. In a hearing or meeting called to resolve a grievance, up to one (1) employee, in addition to the employee instituting the grievance, may be excused from work, with the exception of those called as witnesses, when both parties agree they are necessary to determine certain facts. In all instances, the supervisor, and/or Department Manager of the employee who has filed a grievance may be present. Names of Agency employees requesting pay for attendance to a hearing or meeting should be given to the Manager of Human Resources three (3) working days prior to the hearing/meeting.
- E. A grievance shall be prepared on the employee's personal time, not during working hours.
- F. Organizational channels shall be utilized at all times during the grievance process.
- G. No individual member of the Board of Directors may be approached by the

employee, or his/her representative, at any time regarding a grievance.

H. The failure to process a grievance within the time limits set forth in this Article shall cause the grievance to be deemed settled in accordance with the last reply.

I. Any time limit may be extended upon the mutual agreement of both parties.

J. An employee shall initially attempt settlement of a grievance at the employee-supervisor level.

K. All grievances shall be treated as confidential by all parties, and no publicity will be given until the final resolution of the grievance.

#### Section 14.02. - Grievance Initiation

Within twenty (20) workdays after the employee knows or should have known of a grievance, the employee shall commence the grievance procedure specified herein. Failure to commence the grievance procedure within the twenty (20) day period shall be deemed a waiver by the employee of his/her right to grieve the matter.

#### Section 14.03. - Grievance Steps

A. Grievances involving salaries, promotions, and performance appraisals may be processed up through Step 3 of this procedure.

B. The following procedures outlined herein constitute the steps necessary to address an employee's grievance:

##### INFORMAL GRIEVANCE PROCEDURE

Step 1 The employee having a grievance shall personally discuss the grievance with his/her immediate supervisor. Within three (3) workdays, the immediate supervisor shall orally give a decision to the employee.

If the employee believes that the grievance has not satisfactorily been resolved, the employee may proceed to Step 2 within ten (10) workdays after receiving the oral decision of his/her immediate supervisor.

##### FORMAL GRIEVANCE PROCEDURES

Step 2 The employee shall submit a written statement to his/her Department Manager outlining the grievance, specifying the ordinance, resolution, written rule, regulations, policy and/or provision of the MOU or Personnel Manual claimed to be violated, the date of the event, the names of individuals involved, the corrective action requested and any other pertinent data that may be necessary to fully understand the grievance.

If the employee's grievance is relative to the contents of his/her performance appraisal, the employee shall submit a written rebuttal outlining the section(s) of the appraisal with which he/she disagrees, and the reason(s) for the disagreement. The

employee shall submit the rebuttal along with the original performance appraisal form to his/her Department Manager within ten (10) working days after receiving the oral decision of his/her immediate supervisor.

Within ten (10) working days after receipt of the written statement or rebuttal, the Department Manager shall meet with the employee to discuss the grievance. The Department Manager shall render a written decision to the employee within ten (10) workdays after discussion with the employee.

If the employee believes that his/her grievance has not satisfactorily been resolved, the employee may proceed to Step 3 within ten (10) workdays after receiving the written decision from the Department Manager.

Step 3 The employee shall submit a written statement to his/her Executive Manager within ten (10) workdays after receipt of a written decision of the Department Manager containing at a minimum the information required in Step 2 above. Receipt shall mean the date the notice was postmarked, delivered to a courier service, or was hand-delivered to the employee, depending on the method of delivery. Within ten (10) workdays after receipt of the written statement of the employee, the Executive Manager shall meet with the employee to discuss the grievance. The Executive Manager shall render a written decision to the employee, within ten (10) workdays after discussion with the employee.

If the employee believes that the grievance has not been satisfactorily resolved, the employee may proceed to Step 4 within ten (10) workdays after receiving the written decision of the Executive Manager, except as provided for in Section 14.03.A.

Step 4 The employee shall submit a written statement to the Chief Executive Officer/General Manager within ten (10) workdays after receipt of a written decision of the Executive Manager requesting a meeting with the Chief Executive Officer/General Manager and explaining the basis of the request and the corrective action requested. Receipt shall mean the date the notice was postmarked, delivered to a courier service or was hand-delivered to the employee, depending on the method of delivery. Within ten (10) workdays after receipt of the written statement of the employee, the Chief Executive Officer/General Manager shall meet with the employee to discuss the grievance. The Chief Executive Officer/General Manager shall render a written decision to the employee within ten (10) workdays after discussion with the employee.

Step 5 The employee shall file a written request within ten (10) working days of receipt of the notice of decision from the Executive Manager with the Board Secretary, for a hearing before the Finance, Legal and Administration Committee of the Board of Directors. Receipt shall mean the date the notice was postmarked, delivered to a courier service, or was hand-delivered to the employee, depending on the method of delivery. Within thirty (30) calendar days from receiving the request for hearing, the Finance, Legal and Administration Committee of the Board of Directors shall hear the grievance and render a written decision. All appeals to the Board of Directors shall be heard by the Finance, Legal and Administration Committee of the Board of Directors and their decision shall be final.

#### Section 14.04. - Request for Hearing with the Finance, Legal and Administration Committee of the Board of Directors

A. The request for a hearing shall be signed by the employee, or his/her representative, and shall contain:

- 1) A statement describing the basis of the request;
- 2) The corrective action requested; and,
- 3) The name and address to which further communications shall be sent to the employee, or his/her representative.

B. Failure of the employee, or his/her representative, to file a complete and timely request shall constitute a waiver of the employee's rights to a hearing.

C. Any employee who proceeds with a request to the Finance, Legal and Administration Committee of the Board of Directors, knowing that any provision(s) or requirement(s) of this article has not been complied with, and who fails to object, in writing or on the record, shall be deemed to have waived his/her right to object to said irregularity.

D. A time for the hearing shall be established by the Board Secretary and shall not be less than ten (10) working days, or more than thirty (30) working days, from the date of the filing of the request.

E. All interested parties shall be notified in writing of the date, time, and place of the hearing, at least five (5) working days prior to the hearing date.

F. The parties to any hearing before the Finance, Legal and Administration Committee of the Board of Directors may mutually agree in writing, with the permission of the Finance, Legal and Administration Committee of the Board of Directors, to waive oral testimony. Submission may be by affidavits, declarations, depositions, or other documents, mutually exchanged. The Finance, Legal and Administration Committee of the Board of Directors, will receive and take action on requests to waive oral testimony prior to or at the scheduled hearing date.

G. With the exception of Agency employees, the expenses of witnesses to appear at a hearing for either side shall be paid by the party producing such witnesses. Agency employees required to testify at said hearing shall be on call and shall be relieved of regular duties to report, when summoned by the Finance, Legal and Administration Committee of the Board of Directors to the hearing. Agency employees shall receive their regular compensation for time necessary to testify or such compensation as may be set forth in his/her applicable Memorandum of Understanding.

H. Any time frames specified in the Article may only be waived by the written mutual consent of both parties.

I. The failure of the employee, and/or a representative of the employee, to appear in person at any hearing shall be deemed a withdrawal of the employee's grievance, unless otherwise excused by the Finance, Legal and Administration Committee of the Board of Directors, respectively.

Section 14.05. - Conduct of Grievance Hearings with the Finance, Legal and Administration Committee of the Board of Directors

A. All hearings shall be conducted in open session, unless a public hearing would violate the confidentiality and privacy rights of any party named in the action.

B. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner most conducive to determination of the truth.

C. Any relevant evidence may be admitted if it is the sort of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.

D. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.

E. The rules or privileges shall be effective to the same extent that they now or hereafter may be recognized in civil actions, and immaterial, irrelevant, or unduly repetitious evidence may be excluded at the sole discretion of the Finance, Legal and Administration Committee of the Board of Directors.

F. The Finance, Legal and Administration Committee of the Board of Directors shall rule on the admission or exclusion of evidence.

G. Decisions made by the Finance, Legal and Administration Committee of the Board of Directors shall not be invalidated by any informality in the proceedings, and the Finance, Legal and Administration Committee of the Board of Directors shall not be bound by technical rules of evidence.

H. Each party shall have the right to:

- 1) Be represented by a person of his/her choice;
- 2) Call and examine witnesses;
- 3) Introduce evidence;
- 4) Cross-examine opposing witnesses on any matter relevant to the issues; and,
- 5) Impeach any witness, regardless of which party first called him/her to testify.

I. Oral evidence shall be taken only on oath of affirmation. The witness shall raise his/her right hand and the hearing officer shall ask the witness "do you swear/affirm to tell

the truth and nothing but the truth".

J. The hearing shall proceed in the following order, unless the Finance, Legal and Administration Committee of the Board of Directors, for special reason(s), otherwise directs:

- 1) Introductions of the parties present;
- 2) The employee, or his/her representative, shall be permitted to make an opening statement;
- 3) The respective Executive Manager, or his/her representative, shall be permitted to make an opening statement;
- 4) The employee, or his/her representative, may then offer his/her evidence in support thereof;
- 5) The Executive Manager, or his/her representative, shall produce the evidence on which his/her decision is based; and,
- 6) Oral arguments or post hearing briefs shall be permitted at the discretion of the Finance, Legal and Administration Committee of the Board of Directors.

K. The Finance, Legal and Administration Committee of the Board of Directors shall determine relevancy, weight, and credibility of the evidence, and shall base its findings on the preponderance of the evidence.

L. Mechanical transcription of the proceedings may be made by either party, provided it is not disruptive to the proceedings.

M. At its sole discretion, the Finance, Legal and Administration Committee of the Board of Directors, prior to or during a hearing, may grant a continuance(s) for any reason it believes to be important in reaching a fair and proper decision.

N. Each party to the proceedings shall provide ten (10) complete copies of all documents, evidence, and/or photographs to be submitted for the record.

#### Section 14.06. - Notice of Decision by the Finance, Legal and Administration Committee of the Board of Directors

A. The Finance, Legal and Administration Committee of the Board of Directors shall render its written decision as soon after the conclusion of the hearing as possible, and in no event, later than ten (10) working days after completion of the hearing, unless otherwise stipulated by the parties. The decision of the Finance, Legal and Administration Committee of the Board of Directors shall be binding and final.

Said decision shall also contain an advisory that the Board of Directors has adopted Agency Resolution No. 88-10-1 adopting the provisions of Section 1094.6 of the Code of Civil Procedure applicable to certain administrative decisions, and providing for

time limits on the judicial review of such administrative decisions.

B. All other grievances such as, but not limited to, working conditions, safety matters, interpretation of Agency rules/regulations/policies, this Manual, etc., may be processed through the Finance, Legal and Administration Committee. **No matter that is processed through the procedures provided for in Article 15 may be grieved under the procedures in the Article.**

## **ARTICLE 15 - DISCIPLINARY ACTIONS AND APPEALS PROCEDURES**

No disciplinary action may be imposed on any employee covered by this Manual, with the exception of oral counseling, until said action has been reviewed by the Manager of Human Resources or his/her designated representative or as provided for in Section 15.03, without compliance with the procedures set forth in this Article. In the event of a serious infraction, some or all steps of progressive discipline can be bypassed. The seriousness of the event will be jointly determined between the Manager of Human Resources and the Chief Executive Officer/General Manager.

### Section 15.01. - Progressive Discipline

Where appropriate, progressive discipline will be followed which could consist of the following:

- A. Oral Counseling. Instruction to the employee by the employee's supervisor to correct workplace behavior or performance.
- B. Oral Reprimand. A warning from the employee's supervisor to the employee to correct workplace behavior or performance which is documented as having occurred.
- C. Written Reprimand. A written notice from the employee's supervisor to the employee that the employee must correct workplace behavior or performance or be subject to more serious disciplinary action.
- D. Suspension. The temporary separation from service of an employee without pay for disciplinary reasons.
- E. Termination. The discharge, for cause, of an employee at the discretion of the Agency.

### Section 15.02. - Conduct Leading to Disciplinary Action(s)

Following are **EXAMPLES** of conduct which could result in disciplinary action up to and including termination. This list is not exhaustive and employees may be disciplined for other inappropriate activities or behavior:

- A. Absenteeism. Excessive unscheduled absences from the workplace.
- B. Tardiness. Arriving late for work, leaving work early without approval of the

employee's supervisor, taking excessively long break and/or lunch periods.

C. Job Abandonment (See Section 1.10).

D. Violation of Agency/Division/Department Rules and/or Policies.

E. Uninsurability. Becoming uninsurable by the standards of the Agency's automobile insurance program for any reason if insurability is an essential requirement of the employee's job.

F. Use of Work Phone and/or Personal Cell Phone for Personal Business. The excessive receipt or placement of non-emergency personal telephone calls during working hours.

G. Reading Non-Work Related Material During Work Hours.

H. Discourteous Treatment of the Public or Other Employees.

I. Violation of MOU/Personnel Manual Provisions.

J. Conduct Outside Working Hours. Any conduct outside of working hours that would have an adverse impact on the employee's job, would be injurious to the interests of the Agency, would be in a manner incompatible with the due and faithful discharge of the employee's duties or would be significantly prejudicial to the reputation of the Agency.

K. Failure To Perform Job. Failure to perform assigned tasks that are within the scope of the employee's position in an effective and timely manner.

L. Fraudulent Actions. Falsifying employment applications, time cards, production records, overtime sheets, or other work records or the practice of fraud of any type.

M. Mishandling/Maintenance of Agency Materials or Equipment. Careless, negligent or intentional mishandling of any Agency property, vehicles, materials or equipment or failure to maintain equipment assigned to the employee for use or operation.

N. Careless or Negligent Actions. Careless, negligent, abusive or other actions that endanger or threaten to endanger the employee or other employees or the public including placing the Agency in a position of liability for the damage or injury to another person or their property.

O. Violation of the Provisions of the Agency's Safety Manual.

P. Sleeping on the Job.

Q. Illegal Strike Against the Agency. Participating in an illegal strike, work stoppage or slow down against the Agency.

R. Violations of Laws. A violation of any municipal, county, State or Federal law by an employee while acting as an agent or employee of the Agency.

- S. Carrying a firearm or other weapon while on Agency owned or controlled property or while on duty.
- T. Willfully or negligently damaging Agency property.
- U. Criminal Conduct. The commission of a felony or a misdemeanor committed during the course of employment, which jeopardizes the Agency's property, security, or its public reputation, the interests of the other employees, or results in the employee not being available for work. Also, the commission of a felony or a misdemeanor committed during the employee's off-duty hours which is related to the employment relationship between the Agency and the employee which significantly prejudices any one of these interests.
- V. Disruption of Agency business through willful misconduct.
- W. Altercations with a member of the public or another employee during working hours or while on Agency owned or controlled property.
- X. Action by or behavior of the employee which presents a danger to the safety or welfare of the employee, co-workers, or the public.
- Y. Sexual activity on the job.
- Z. Release of confidential information (i.e., Unauthorized release/distribution of confidential material/data, unauthorized opening of confidential/personal material data).
- AA. Insubordination. An employee's refusal or failure to obey a directive from a designated supervisor or to comply with an established work procedure. Under certain circumstances, use of objectionable language or abusive behavior toward supervisors may be deemed insubordination when it directly challenges or undermines management's authority.
- BB. Theft or misappropriation of any property or funds of the Agency or its employees.
- CC. Possess, sell, buy, distribute, offer to possess, sell, buy, distribute, or use, or having in the employee's system, any illegal or purported to be illegal substance, alcohol, or any legal drug or substance not properly obtained by the employee while on or about Agency time and/or property. Reference Agency Policy A-63, Drug/Alcohol Free Workplace.

#### Section 15.03 - Administrative Leave

- A. The Agency reserves the right to place any employee on administrative leave with pay pending an investigation of his/her acts, or failure to act, which may be grounds for disciplinary action. The placement of an employee on administrative leave is not a disciplinary act. The employee shall be considered as being on a paid leave of absence for purposes of pay, benefits, and seniority. An employee on administrative leave shall receive pay until such time as the Notice of Decision has been issued by the Department Manager, or in the case of an appeal, until such time as the Notice of Decision has been

issued by the Executive Manager.

B. In emergency situations, as defined in Sections 15.02.J through 15.02.CC, it may be necessary to take immediate disciplinary action, up to and including termination. If administrative leave is in the best interests of all parties involved, the Agency reserves the right to place the employee on paid administrative leave without prior written notice (oral notice shall be sufficient, provided that written notice is given to the employee within three (3) working days of when oral notice was given).

C. In an emergency situation in which an employee is immediately placed on administrative leave and the employee is cleared of any wrongdoing, or it is determined by the Chief Executive Officer/General Manager, or designated representative(s), that the employee was wrongfully placed on administrative leave, the employee shall be restored to his/her former position with no loss of pay, benefits, or seniority.

#### Section 15.04. - Agency Authority

A. The Agency retains full authority for discipline and discharge. The Agency agrees that employees will only be disciplined for just cause, and that the principles of progressive discipline, where possible and reasonable, will be followed.

B. It is understood that based on individual circumstances, and/or the nature or severity of an alleged violation, progressive discipline steps may be repeated or, in some cases, bypassed.

#### Section 15.05. - Employee's Receipt

Employee's receipt of any and all notices shall be defined as the date the notice was: 1) postmarked if sent certified, return receipt requested; 2) delivered to a courier service, or; 3) hand-delivered to the employee.

#### Section 15.06. - Notice of Proposed Disciplinary Action

A. Except in emergency situations as provided for in Section 15.02 and 15.03 of this Article, when disciplinary action proposing suspension or termination against a regular full-time employee, the respective Department Manager shall give the employee the Notice of Proposed Disciplinary Action at least five (5) working days prior to the effective date of the proposed action. Said written notice shall contain at least the following information:

- 1) The name, address or Agency facility, and title of the affected employee;
- 2) The proposed disciplinary action, and the date and time when said action shall become effective;
- 3) The specific ground(s) for the proposed action;
- 4) A description of the employee's acts or omissions supporting the proposed action, and/or a description of the events or circumstances upon which the

proposed action is based;

- 5) Copies of the materials and/or documents upon which the proposed action is based; and,
- 6) An advisory that the employee shall have an opportunity to file a written response to said action, and/or meet with the respective Department Manager, at the option of the employee, prior to the effective date and time of the proposed disciplinary action, provided the response is submitted, and/or a request for a meeting is made, within five (5) working days of the employee's receipt of the Notice of Proposed Disciplinary Action. The advisory shall also inform the employee that his/her failure to file a written response and/or meet with the Department Manager within the stated time frame shall waive his/her right to respond to the proposed action.

B. Oral notice by the Department Manager is insufficient as complete notice to an employee of a proposed disciplinary action and may only be given as the initial notice in emergency situations which call for immediate action as provided for in Section 15.02 and 15.03 of this Article. Employees have five (5) Agency working days to respond in writing to the discipline.

#### Section 15.07. - Right to Respond

Should the disciplinary action consist of a written reprimand, the employee may file a written rebuttal within five (5) working days of receipt. Rebuttal shall be filed with disciplinary action in the employee's personnel file.

All employees served with a Notice of Proposed Disciplinary Action shall, at his/her option, have the right to file a written response to said action, and/or meet with the respective Department Manager, provided the response is submitted, or a request for a meeting is made, within five (5) working days of the employee's receipt of the Notice of Proposed Disciplinary action.

An employee's failure to respond in writing to a written reprimand or to a Notice of Proposed Disciplinary Action in the specified time periods shall waive the employee's right to further respond to the written reprimand or appeal the proposed disciplinary action.

#### Section 15.08. - Notice of Decision by the Department Manager

A. The Department Manager shall, before making a final decision regarding the proposed action, consider any evidence and/or arguments against the proposed action presented by the employee or his/her representative.

B. After considering all of the facts regarding said action and any responses presented by the employee or his/her representative, the Department Manager may rescind, modify, or impose the proposed action as he/she deems appropriate; however, the proposed action cannot be increased.

C. After reaching a final decision regarding said action, the Department Manager shall notify the employee of his/her decision within five (5) working days following receipt of any

written response provided by the employee and/or after any meeting conducted with the employee, whichever is later, by forwarding to the employee, by certified mail, return receipt requested, by courier service, or by personal delivery, a Notice of Decision.

D. The Notice of Decision shall contain an advisory that the employee has the right to file an appeal of the Department Manager's decision to the employee's Executive Manager. The employee must request an appeal in writing to the Executive Manager within five (5) working days of the employee's receipt of the Notice of Decision.

The advisory shall also inform the employee that his/her failure to file an appeal within the stated time frame shall waive his/her rights to appeal the proposed action.

#### Section 15.09. - Effective Date of Disciplinary Action

A. If the Department Manager imposes any disciplinary action, it shall become effective on the date and time originally set in the Notice of Proposed Disciplinary Action or five (5) working days following the employee's receipt of the Notice of Decision, whichever is later.

B. Should the employee request an appeal to the Executive Manager, implementation of any disciplinary action imposed on the employee by the Department Manager shall be stayed until such time as the Executive Manager reaches his/her decision on such action. During the stay, the employee shall remain in the status he/she was in when the action was proposed; i.e., in service, on Administrative Leave, or on suspension.

#### Section 15.10. - Disciplinary Appeals to the Executive Manager

A. A regular full-time employee against whom a disciplinary action has been taken may appeal such action by filing a written request with the employee's Executive Manager. The request for an appeal meeting must be made within five (5) working days of the employee's receipt of the Notice of Decision by the Department Manager.

B. The request for an appeal meeting shall be signed by the employee, or his/her representative, and shall contain:

- 1) A statement describing the basis of the appeal;
- 2) The corrective action requested; and,
- 3) The name and address to which further communications shall be sent to the employee, or his/her representative.

C. Failure of the employee, or his/her representative, to file a timely request for an appeal shall constitute a waiver of the employee's rights to an appeal.

D. Either party who proceeds with an appeal to the Executive Manager, knowing that any provision(s) or requirement(s) of this Article has not been complied with, and who fails to object, in writing or on the record, shall be deemed to have waived his/her right to object to said irregularity.

E. The parties to any appeal before the Executive Manager may mutually agree in writing, with the permission of the Executive Manager, to waive oral testimony. Submission may be by affidavits, declarations, depositions, or other documents, mutually exchanged. The Executive Manager will receive and take action on requests to waive oral testimony prior to or at the scheduled meeting.

F. With the exception of Agency employees, the expenses of witnesses to appear at any appeal meeting for either side shall be paid by the party producing such witnesses. Agency employees required to testify at said meeting shall be on call and shall be relieved of regular duties to report, when summoned by the Executive Manager to the appeal meeting. Agency employees shall receive their regular compensation for time necessary to testify or such compensation as may be set forth in his/her applicable Memorandum of Understanding.

G. Any time frames specified in this section may only be waived by the written mutual consent of both parties.

H. The failure of the employee, and/or a representative of the employee, to appear in person at any appeal meeting shall be deemed a withdrawal of the employee's appeal, unless otherwise excused by the Executive Manager respectively.

#### Section 15.11. - Conduct of Appeals Meeting with the Executive Manager

A. The Executive Manager shall schedule and conduct an appeal meeting with the employee, within five (5) working days of receipt of the employee's written request for said meeting.

B. For an appeal meeting with the Executive Manager, the following procedures shall be observed:

- 1) The affected employee may either represent him/herself, or may be represented by a party of his/her own choice; and,
- 2) Each party shall be given a reasonable opportunity to be heard on relevant issues, including the right to question and cross-examine witnesses, unless oral testimony has been waived in accordance with Section 15.10.E.

#### Section 15.12. - Notice of Decision by the Executive Manager

A. After considering all of the facts regarding said action and any responses presented by the employee, the Executive Manager may rescind, modify, or sustain the disciplinary action as he/she deems appropriate; however, the proposed action cannot be increased.

B. If the disciplinary action is rescinded, the employee shall be restored to his/her position, with no loss of pay, benefits or seniority.

C. If the disciplinary action is modified, the employee's pay, benefits, and/or seniority

shall be adjusted accordingly. The effective date of the modified discipline shall be set forth in the Notice of Decision.

D. After reaching a decision regarding said action, the Executive Manager shall notify the employee of his/her decision within five (5) working days following receipt of any written response provided by the employee and/or after any appeal meeting conducted with the employee, whichever is later, by forwarding to the employee, by certified mail, return receipt requested, by courier service, or by personal delivery, a Notice of Decision.

E. In the event of disciplinary actions sustaining suspension without pay in excess of five (5) days or termination of employment, the Notice of Decision shall contain an advisory that the employee has the right to file an appeal of the Executive Manager's decision to the Board of Directors, provided the request is submitted in writing to the Board Secretary within five (5) working days of the employee's receipt of the Notice of Decision.

The advisory also shall inform the employee that his/her failure to file an appeal within the stated time frame shall waive his/her rights to appeal the Executive Manager's decision.

#### Section 15.13. - Effective Date of Disciplinary Action

If the Executive Manager sustains a disciplinary action, it shall become effective on the date and time originally set in the Notice of Proposed Disciplinary Action by the Department Manager, or five (5) working days following the employee's receipt of the Executive Manager's Notice of Decision, whichever is later.

#### Section 15.14. - Decision of Executive Manager Final and Binding

A. Except for disciplinary actions imposing suspension without pay in excess of five (5) days or termination of employment, the decision of the Executive Manager shall be final and binding, and shall not be appealable to the Board of Directors.

B. Disciplinary actions which are appealable to the Board of Directors will not be stayed during the appeal process to the Board of Directors.

#### Section 15.15. - Disciplinary Appeals to the Board of Directors

This section shall apply only to disciplinary actions sustaining suspension without pay in excess of five (5) days or termination of employment.

A. All requests for an appeal hearing before the Board of Directors shall be made in writing to the Board Secretary within five (5) working days of the employee's receipt of the Notice of Decision from the Executive Manager. All appeals to the Board of Directors shall be heard by the Finance, Legal and Administration Committee of the Board of Directors.

B. The request for an appeal shall be signed by the employee, or his/her representative, and shall contain:

- 1) A statement describing the basis of the appeal;

- 2) The corrective action requested; and,
- 3) The name and address to which further communications shall be sent to the employee, or his/her representative.

C. Failure of the employee, or his/her representative, to file a timely appeal shall constitute a waiver of the employee's rights to an appeal hearing.

D. Either party who proceeds with an appeal to the Finance, Legal and Administration Committee of the Board of Directors, knowing that any provision(s) or requirement(s) of this Article has not been complied with, and who fail to object, in writing or on the record, shall be deemed to have waived his/her right to object to said irregularity.

E. A time for the appeal hearing shall be established by the Board Secretary and shall not be less than five (5) working days, or more than sixty (60) working days, from the date the request for an appeal hearing is received.

F. All interested parties shall be notified in writing of the date, time, and place of the hearing, at least five (5) working days prior to the hearing date.

G. The parties to any appeal hearing before the Finance, Legal and Administration Committee of the Board of Directors may mutually agree in writing, with the permission of the Finance, Legal and Administration Committee of the Board of Directors, to waive oral testimony. Submission may be by affidavits, declarations, depositions, or other documents, mutually exchanged. The Finance, Legal and Administration Committee of the Board of Directors, will receive and take action on requests to waive oral testimony prior to or at the scheduled hearing date.

H. With the exception of Agency employees, the expenses of witnesses to appear at an appeal hearing for either side shall be paid by the party producing such witnesses. Agency employees required to testify at said hearing shall be on call and shall be relieved of regular duties to report, when summoned by the Finance, Legal and Administration Committee of the Board of Directors to the appeal hearing. Agency employees shall receive their regular compensation for time necessary to testify or such compensation as may be set forth in his/her applicable Memorandum of Understanding.

I. Any time frames specified in the Section may only be waived by the written mutual consent of both parties.

J. The failure of the employee, and/or a representative of the employee, to appear in person at any appeal hearing shall be deemed a withdrawal of the employee's appeal, unless otherwise excused by the Finance, Legal and Administration Committee of the Board of Directors.

#### Section 15.16. - Conduct of Appeals Hearing with the Finance, Legal and Administration Committee of the Board of Directors

A. All hearings shall be conducted in closed session; however, the employee may

request a hearing open to the public, unless a public hearing would violate the confidentiality and privacy rights of any party named in the action.

B. Charges against an employee appealed to the Finance, Legal and Administration Committee of the Board of Directors shall not be public record or open to public inspection unless an open public hearing has been conducted.

C. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses, but hearings shall be conducted in a manner most conducive to determination of the truth.

D. Any relevant evidence may be admitted if it is the sort of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make improper the admission of such evidence over objection in civil actions.

E. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.

F. The rules or privileges shall be effective to the same extent that they now or hereafter may be recognized in civil actions, and immaterial, irrelevant, or unduly repetitious evidence may be excluded at the sole discretion of the Finance, Legal and Administration Committee of the Board of Directors.

G. The Finance, Legal and Administration Committee of the Board of Directors shall rule on the admission or exclusion of evidence.

H. Decisions made by the Finance, Legal and Administration Committee of the Board of Directors shall not be invalidated by any informality in the proceedings.

I. Each party shall have the right to:

- 1) Be represented by legal counsel, or other person of his/her choice;
- 2) Receive a witness list from the opposing party five (5) days prior to the date of the hearing;
- 3) Call and examine witnesses;
- 4) Introduce evidence;
- 5) Cross-examine opposing witnesses on any matter relevant to the issues;
- 6) Impeach any witness, regardless of which party first called him/her to testify; and,
- 7) Rebut the evidence against him/her.

If the employee does not testify on his/her own behalf, he/she may be questioned

as if under cross-examination. The employee must be present at the appeal hearing or the appeal shall be deemed withdrawn.

J. Seven (7) working days prior to the date set for the hearing, each party shall serve upon the other party a list and copy of all exhibits. An original and nine (9) copies of the exhibits shall be presented to the Finance, Legal and Administration Committee in 3 hole notebooks which are tabbed down the side with the exhibit numbers. The Agency's exhibits shall be designated by number. The employee's exhibits shall be designated by alphabet letters. Neither party will be permitted to call during the hearing a witness not identified pursuant to this section nor use any exhibit not provided pursuant to this section unless that party can show that they could not reasonably have anticipated the prior need for such witness or such exhibit.

K. The Finance, Legal and Administration Committee is authorized to issue subpoenas at the request of either party prior to the commencement of the hearing. After the commencement of the hearing, the Committee shall issue subpoenas only for good cause. The Finance, Legal and Administration Committee will prepare subpoenas for all witnesses; however, they will only serve subpoenas on individuals who are currently employed by the Agency. It will be the responsibility of the employee and the Agency to submit the names of current Agency employees to be subpoenaed at least ten (10) working days before the date of the hearing in which they are requesting the witnesses to appear.

L. Oral evidence shall be taken only on oath of affirmation. The witness shall raise his/her right hand and the hearing officer shall ask the witness "do you swear/affirm to tell the truth and nothing but the truth".

M. The hearing shall proceed in the following order, unless the Finance, Legal and Administration Committee of the Board of Directors, for special reason(s), otherwise directs:

- 1) Introductions of the parties present;
- 2) The Department Manager imposing discipline, or his/her representative, shall be permitted to make an opening statement;
- 3) The employee appealing, or his/her representative, shall be permitted to make an opening statement;
- 4) The Department Manager imposing disciplinary action, or his/her representative, shall produce the evidence on which the disciplinary action is based;
- 5) The employee appealing such disciplinary action, or his/her representative, may then open his/her defense and offer his/her evidence in support thereof;
- 6) Each party may then, in order, respectively offer rebutting evidence only, unless the Finance, Legal and Administration Committee of the Board of

Directors, for good reason, permits them to offer evidence upon their original case; and,

- 7) Oral arguments or post hearing briefs shall be permitted at the discretion of the Finance, Legal and Administration Committee of the Board of Directors.

N. The Finance, Legal and Administration Committee of the Board of Directors shall determine relevancy, weight, and credibility of the testimony and evidence, and shall base their findings on the preponderance of the evidence.

O. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing upon motion of either party.

P. No still photographs, videos, moving pictures, or television pictures shall be taken in the hearing room during the hearing, unless an open public hearing is being conducted.

Q. Mechanical transcription of the proceedings may be made by either party, provided it is not disruptive to the proceedings.

R. At its sole discretion, the Finance, Legal and Administration Committee of the Board of Directors, prior to or during a hearing, may grant a continuance(s) for any reason it believes to be important in reaching a fair and proper decision.

S. Each party to the proceedings shall provide ten (10) complete copies of all documents, evidence, and/or photographs to be submitted for the record.

T. All appeal hearings shall be recorded by a certified court reporter, mutually agreeable to both parties. Compensation for a certified court reporter shall be borne equally by both parties.

U. If the employee, or his/her representative, requests a transcript of the hearing, he/she shall pay the sum of one hundred dollars (\$100.00) to the Agency as a deposit at the time the request is made. This amount shall be applied toward the cost of preparing the transcript.

When the total cost of preparation has been ascertained, the employee shall pay the total amount of the cost, less the deposit, thereof within forty-eight (48) hours after being notified by the Board Secretary. If the cost is less than one hundred dollars (\$100.00), any amount in excess of the actual cost shall be refunded to the employee.

#### Section 15.17. - Notice of Decision by the Finance, Legal and Administration Committee of the Board of Directors

A. The Finance, Legal and Administration Committee of the Board of Directors shall render its written decision as soon after the conclusion of the hearing as possible, and in no event, later than ten (10) working days after completion of the hearing, unless otherwise stipulated by the parties. The Finance, Legal and Administration Committee of the Board of Directors shall set forth its decision as to each of the charges and the reasons therefore.

Said decision shall also contain an advisory that the Board of Directors has adopted Agency Resolution No. 88-10-1 adopting the provisions of Section 1094.6 of the Code of Civil Procedure applicable to certain administrative decisions, and providing for time limits on the judicial review of such administrative decisions.

B. The Finance, Legal and Administration Committee of the Board of Directors may sustain, rescind, or modify any or all of the disciplinary action imposed against the employee; however, the action cannot be increased.

C. If the disciplinary action is modified, the employee's pay, benefits and/or seniority shall be adjusted accordingly. The effective date of the modified discipline shall be set forth in the Notice of Decision.

D. If the disciplinary action is rescinded, the employee shall be restored to his/her position, with no loss of pay, benefits or seniority.

## **ARTICLE 16 - RULE MAKING AUTHORITY**

### Section 16.01. - General

The Chief Executive Officer/General Manager, or designated representative(s), 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 17 - NOTICE**

### Section 17.01. - General

Within ninety (90) working days of the adoption of this Personnel Manual (Years 2007-2010), a copy shall be presented to each Laboratory Unit employee of the Agency, and to each newly hired Laboratory Unit employee at the time of appointment.

## **ARTICLE 18 – MISCELLANEOUS LABOR MATTERS**

### Section 18.01 - Exempt Position

Any Biologist hired or promoted after July 1, 2001, shall be an exempt employee, and thus not subject to overtime compensation.

## **ARTICLE 19 – CONTRACT TERM**

### Section 19.01. - General

The term of this contract shall be for a period of three years, from July 1, 2007 through June 27, 2010, or until a successor Manual is implemented after meeting and conferring.

\*A Municipal Water District